

Kenton J. McAllister						
Land Purchase History						
Amended 10/25/2023						
TRX Date	YEAR	Grantor	Grantee	Lots	Deed Ref.	NOTES
1/25/1839	1839	SFdA Corp.	Gilbert Longstreet	207 & 244	V. B/17	
1/7/1839	1839	SFdA Corp.	Caswell Parrish	205 & 246	V. A/379	
3/18/1839	1839	Caswell Parrish	Wm. P. Huff & Elinor Huff (Minor)	Lot 246	V. B/1	
3/18/1839	1839	Caswell Parrish	Wm. P. Huff & Elinor Huff (Minor)	Lot 205	V. B/ 1-2	
3/26/1839	1839	Chancey Shepard	Gilbert Longstreet	206 & 245	V. B/7	
1/22/1839	1839	SFdA Corp.	Chancey Shepard	206 & 245	V. B/239	
11/20/1858	1858	Nathaniel Townsend	F.A. Engelke	142-144; 181-183	V. G/573-574	
12/21/1859	1859	F.A. & Frederica Engelke	R. R. Penn	142-144; 181-183	V. H/649	
12/29/1868	1868	R.R. & Sarah Penn	John W. Allen	142-144; 181-183	V. Q/126	
12/23/1876	1876	SFdA Corp.	S.O. & F.G. Eidman	205-207, 208-244-246; 271-273; 310-312	V. U/594-595	
11/8/1873	1873	S.O. Eidman	John W. Allen	202, 203, 247-249; 268-270; 313-315 (NOT 204)	V. S/401-402	
6/5/1876	1876	SFdA Corp.	John W. Allen	139-141; 184-186; 199-201; 250-252	V. U/143-144	
4/12/1879	1879	John W. Allen	O. G. Cannon (sole)	139-143; 181-186; 199-204; 247-252; 268-270 & 313-315; NOT 144	V. W/248-249	
11/22/1880	1880	O.G. & W.W. Cannon	John E. Roberson	139-143; 181-186; 199-204; 247-252; 268-270 & 313-315; NOT 144	V. X/327-328	
1/5/1886	1886	J. E. Roberson	SFdAC	Quitclaim for South 1/2 of lots 313-315	V. 4/282-283	
12/1/1887	1887	S.O. Eidman	W. L Gray	145-146; 205-207; 244-246; 271-273; 310-312; NOT 147	V. 6/443; NOT LOT 147 (Bettie Ross's?)	
10/21/1891	1891	W.L Gray	Peter Brooks	205-207; 244-246; 271-273; 310-312	V. 11/351	

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12/1/1897	1897	Peter & Susan Brooks	Bettie Ross	205-207; 244-246; 271-273; 310-312	V. 21/468	
12/1/1900	1900	M.E. (Bettie) Ross	T.O. Howard/W.R. Cook	205-207; 244-246; 271-273; 310-312	V. 26/20-21	
6/26/1901	1901	Austin Co. District Ct.	Catherine & Fay Roberson	139-143; 181-186; 199-204; 247-252 & 268-270; NOT 144	Dist. Ct. Record 3845	
12/10/1904	1904	W.R. & Lillian Cook/T.O. & Ann Howard	Felix Lambert	205-207; 244-246; 271-273; 310-312	V. 30/178	Ref. to V. 30/178-180; M.E. Ross (Bettie) to W.R. Cook/T.O. Howard; 12/1/1900
8/26/1918	1918	Roberson & Roberson	Clinton Fort (sole)	139-143; 181-186; 199-204; 247-252 & 268-270; NOT 144	V. 54/17	
9/30/1918	1918	F. B. Magruder	Clinton Fort (sole)	144	V. 54/457	
4/30/1957	1957	SFda Corp.	Ida Louise Fort, et al	139-141; 184-186; 199-204; 247-252 & 268-270	V. 231/502; QUITCLAIM	Not 142-144 or 181-183
4/13/1957	1957	SFda Corp.	Ida Louise Fort, et al	Quitclaim Resolution for 139-141; 184-186; 199-201; 202-204; 247-249; 250-252; 268-270	V. 231/500-503; Quitclaim Resolution	Why did SFdAC not mention 142-144 & 181-183? Why did SFdAC not see SFdAC conveyance of land to John W. Allen in 1876? And SFdAC conveyance to S.O. Eidman in 1871?
5/2/1957	1957	Ida Louise Fort, et al	Dewey Walden	139-141; 184-186; 142-144; 181-183; 199-201; 250-252, 202-204, 247-249 & 268-270	V. 231/504	
3/29/1958	1958	SFda Corp.	Wm. C. & Eiko Hill	265-267; 313-318	V. 238/254-256	
5/27/1964	1964	Dewey Walden	Wm. D. & Dolores Dazey	139-144; 181-186; 199-204; 247-252	V. 274/681	
5/27/1964	1964	Dewey Walden	Wm. D. & Dolores Dazey	139-144; 181-186; 199-204; 247-252	V. 290/39; Release of Lien	
5/27/1964	1964	Dewey Walden	Wm. B. & Dolores Dazey	139-144; 181-186; 199-204; 247-252	Mortgage V. 39/40 Vendors Lien	
6/27/1964	1964	Wood/Koy/Robertson (X.E.)/Estlinbaum	Dewey Walden	205-207; 244-246; 271-273; 310-312	V. 273/439-440	
9/22/1966	1966	Wm. B. & Dolores Dazey	Brenners	139-144; 181-186; 199-204; 247-252; 268-270	V. 290/40	
12/23/1976	1976	SFda Corp.	S.O. & F.G. Eidman	Corrective for 244-246 & 205-207	V. U/594	

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11/11/1999	1999	Brenners	Brenner FLP	205-207; 244-246; 271-273; 310-312	Comp. Record 996502	
11/11/1999	1999	Brenners	Brenner FLP	268-270	Comp. Record 996804	
3/9/2006	2006	Brenner FLP	KJM	142-144; 181-183	Comp. Record 061374	
3/10/2006	2006	Brenner FLP	KJM	139-141; 184-186; 199-204; 247-252; 268-270	Comp. Record 061447	
3/10/2006	2006	Brenner FLP	KJM	142-144; 181-183 (2.62 ac.)	Comp. Record 061374	
6/5/2013	2013	Brenner FLP	KJM	12.666 ac.	Record # 133099; Release of \$60K lien	



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

01-06-03

NOTICE: Not For Use For Condominium Transactions

1. **PARTIES:** Brenner Family Limited Partnership (Seller) agrees to sell and convey to Kent McAllister (Buyer) and Buyer agrees to buy from Seller the Property described below.

2. **PROPERTY:**

A. LAND: Lot _____, Block _____, see attached Exhibit A
 Addition, City of San Felipe,
 County, Texas, known as 223 Park Road,
77473 (address/zip code), or as described on attached exhibit.

B. **IMPROVEMENTS:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.

C. **ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for satellite dish system, controls for garage door openers, entry gate controls, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs.

D. **EXCLUSIONS:** The following improvements and accessories will be retained by Seller and excluded: _____

The land, improvements and accessories are collectively referred to as the "Property".

3. **SALES PRICE:**

A. Cash portion of Sales Price payable by Buyer at closing \$ _____
 B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ 157,000.00
 C. Sales Price (Sum of A and B) \$ 157,000.00

4. **FINANCING:** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

☒ A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$157,000.00. If the Property does not satisfy the lenders' underwriting requirements for the loan(s), this contract will terminate and the earnest money will be refunded to Buyer. (Check one box only)

☒ (1) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Condition Addendum.

☐ (2) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

☐ B. **ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

☐ C. **SELLER FINANCING:** A promissory note from Buyer to Seller of \$n/a bearing n/a % interest per annum, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. **EARNEST MONEY:** Upon execution of this contract by both parties, Buyer shall deposit \$800.00 as earnest money with Bellville Abstract Company as escrow agent, at 131 Main Street, Sealy TX 77474 (address). Buyer shall deposit additional earnest money of \$n/a with escrow agent within n/a days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

Initialed for identification by Buyer [Signature]

and Seller [Signature]

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Contract Concerning

223 Park Road
San Felipe, TX 77473
(Address of Property)

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6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by Bellville Abstract Company
131 Main Street, Sealy TX 77474 (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 4.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to mail or hand deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and any lender. (Check one box only)
- ☐ (1) Within _____ days after the effective date of this contract, Seller, at Seller's expense, shall furnish a new survey to Buyer.
- ☒ (2) Within 7 days after the effective date of this contract, Buyer, at Buyer's expense, shall obtain a new survey.
- ☐ (3) Within _____ days after the effective date of this contract, Seller shall furnish Seller's existing survey of the Property to Buyer and the Title Company, along with Seller's affidavit acceptable to the Title Company for approval of the survey. If the survey is not approved by the Title Company or Buyer's lender, a new survey will be obtained at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to the Closing Date.
- D. **OBJECTIONS:** Within 7 days after Buyer receives the Commitment, Exception Documents and the survey, Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: Residential Use. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.
- E. **TITLE NOTICES:**
- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
 - (2) **MANDATORY OWNERS' ASSOCIATION MEMBERSHIP:** The Property ☐ is ☒ is not subject to mandatory membership in an owners' association. If the Property is subject to mandatory membership in an owners' association, Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community in

Initialed for identification by Buyer

and Seller

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which the Property is located, you are obligated to be a member of the owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

7. PROPERTY CONDITION:

- A. **INSPECTIONS, ACCESS AND UTILITIES:** Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Seller shall pay for turning on existing utilities for inspections.

- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**
 (Check one box only)

- ☒ (1) Buyer has received the Notice.
- ☐ (2) Buyer has not received the Notice. Within _____ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☐ (3) The Texas Property Code does not require this Seller to furnish the Notice.

- C. **SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.

- D. **ACCEPTANCE OF PROPERTY CONDITION:** Buyer accepts the Property in its present condition; provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: Buyer accepts property as is, where is.

- E. **LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- F. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and

Initialed for identification by Buyer

[Handwritten initials]

and Seller

[Handwritten signature]

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treatments prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$n/a. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before January 23, 2006, or within 7 days after objections to matters disclosed in the Commitment or by the survey have been cured, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents required of them by this contract, the Commitment or law necessary for the closing of the sale and the issuance of the Title Policy.

C. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

D. All covenants, representations and warranties in this contract survive closing.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership or possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

Buyer may continue to enter and exit property via the metal gate on the south easterly property line next to Guadalupe Street.

Mobile Homes or Modular Homes are not allowed on any of the lots.

Initialed for identification by Buyer

_____ and Seller

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12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ n/a to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veteran's Housing Assistance Program or other governmental loan programs; Buyer's prepaid items; other Buyer's expenses.

(2) Expenses payable by Buyer (Buyer's Expenses):

(a) Loan origination, discount, buy-down, and commitment fees (Loan Fees).

(b) Appraisal fees; loan application fees; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; mortgagee title policy with endorsements required by lender; loan-related inspection fees; photos, amortization schedules, one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee, repair inspection, underwriting fee and wire transfer, expenses incident to any loan, and other expenses payable by Buyer under this contract.

B. Buyer shall pay Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender.

C. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veteran's Housing Assistance Program or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any obligations of Seller under Paragraph 7.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion ☒ will ☐ will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

Initialed for identification by Buyer [Signature] and Seller [Signature]

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- 17. ATTORNEY'S FEES:** The prevailing party in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.
- 18. ESCROW:** The escrow agent is not (a) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (b) liable for interest on the earnest money and (c) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties. If one party makes written demand for the earnest money, escrow agent shall give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 30 days after notice to the other party, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money. Escrow agent's notice to the other party will be effective when deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the other party at such party's address shown below. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation of Seller in this contract is untrue on the Closing Date, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person" as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile as follows:
- | | |
|----------------------------------|----------------------------------|
| To Buyer at: | To Seller at: |
| <u>5906 Pine Lake Dr.</u> | <u>7 Falling Leaf Lane</u> |
| <u>Katy, TX 77493</u> | <u>Houston, TX 77024</u> |
| Telephone: <u>(281) 961-0334</u> | Telephone: <u>(713) 465-3316</u> |
| Facsimile: <u>(281) 391-9091</u> | Facsimile: <u>779-627-0344</u> |
- 22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):
- ☒ Third Party Financing Condition Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in an Owners' Association
- ☒ Environmental Assessment, Threatened or Endangered Species and Wetlands

Initialed for identification by Buyer

_____ and Seller

01A TREC NO. 20-6

Contract Concerning 223 Park Road
San Felipe, TX 77473 Page Seven 01-06-03
 (Address of Property)

- ☐ Loan Assumption Addendum
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Sale of Other Property by Buyer
- ☒ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Release of Liability on Assumption of FHA, VA, or Conventional Loan Restoration of Seller's Entitlement for VA Guaranteed Loan
- ☒ Other (list): "Information About Brokerage Services" "For Your Protection Get a Home Inspection"

23. **TERMINATION OPTION:** This paragraph will be a part of this contract ONLY if both blanks are filled in and Buyer has paid the Option Fee. Buyer has paid Seller \$n/a (Option Fee) for the unrestricted right to terminate this contract by giving notice of termination to Seller within n/a days after the effective date of this contract. If Buyer gives notice of termination within the time specified, the Option Fee will not be refunded, however, any earnest money will be refunded to Buyer. The Option Fee ☐ will ☐ will not be credited to the Sales Price at closing. For the purpose of this paragraph, time is of the essence; strict compliance with the time for performance stated herein is required.

24. **CONSULT AN ATTORNEY:** Real estate licensees cannot give legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

EXECUTED the 30 day of December, 2005 (EFFECTIVE DATE).
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Kent McAllister
 Buyer Kent McAllister

Torance Brenner
 Seller Brenner Family Limited Partner

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>) TREC NO. 20-6. This form replaces TREC No. 20-5.

Initialed for identification by Buyer _____ and Seller _____

01A TREC NO. 20-6

Contract Concerning 223 Park Road San Felipe, TX 77473 Page Eight 01-06-03
(Address of Property)

SELLER'S RECEIPT

Receipt of \$ n/a (Option Fee) in the form of n/a is acknowledged.

Seller Brenner Family Limited Partner Date _____

BROKER INFORMATION AND RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker _____ of the total sales price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker _____ Travis Abel & Associates (*)
Listing Broker

License No. _____ Telephone 0138700 (979) 885-3524
License No. _____ Telephone

represents ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Associate _____ Telephone _____ Curtis Brenner (979) 885-3524
Listing Associate Telephone

Broker's Address _____ 220 N. Meyer Street
Listing Associate's Office Address Facsimile
(979) 885-3524

Facsimile _____ George Kimney
Selling Associate Telephone

*The total commission of this sale is \$6,005.25

220 N. Meyer Street
Selling Associate's Office Address Facsimile

RECEIPT

Receipt of ☒ Contract and ☒ \$ 800.00 Earnest Money in the form of check is acknowledged.

Escrow Agent: Bellville Abstract Company Date: 12-30-05

By: [Signature]

131 Main Street Telephone: (979) 885-0808
Address

Sealy TX 77474 Facsimile: (979) 885-0909
City State Zip

TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE ONE-TO-FOUR FAMILYIssued by **Lawyers Title Insurance Corporation**

*Lawyers Title Insurance Corporation is a member of the
LandAmerica family of title insurance underwriters.*

POLICY NUMBER**A80-0128557****OWNER'S COVERAGE STATEMENT**

This Policy insures your title to the land described in Schedule A – if that land is a one-to-four family residential property or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

This document is title insurance. It is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or take other action if you have a loss resulting from a covered title risk.

Your insurance under this contract is limited by the following:

- Exclusions on page 2.
- Exceptions in Schedule B, page 4.
- Conditions on pages 2 and 5.

We insure you against actual loss resulting from:

- Any title risks covered by this Policy – up to the Policy Amount, and
- Any costs, attorneys' fees and expenses we have to pay under this Policy. We must approve the attorney before the attorney begins to work. You have the right to disapprove our choice of attorney for reasonable cause.

OUR DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in the part or parts of a court case involving a Title Risk covered by this Policy. We will pay the costs, attorneys' fees, and expenses that we incur in that defense. We will not pay for the parts of a case involving a covered title risk. You may disapprove our choice of attorney for reasonable cause.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions, on page 5.

This Policy is not complete without Schedules A and B.

LAWYERS TITLE INSURANCE CORPORATION

Dated: March 13, 2006

Countersigned: Bellville Abstract



By:

Janet A. Albert

President

11 11 11

CONDITIONS - continued

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COVERED TITLE RISKS

This Policy covers the following title risks subject to the Exceptions (Schedule B, p. 4) and Exclusions (p. 2), if they affect your title to the land on the Policy Date. We do not promise that there are no covered risks. We do insure you if there are covered title risks.

1. Someone else owns an interest in your title.
2. A document is invalid because of improper signature, acknowledgment, delivery, or recording.
3. A document is invalid because of forgery, fraud, duress, incompetency, incapacity or impersonation.
4. Restrictive covenants apply to your title.
5. There is a lien on your title because of:
 - * a mortgage or deed of trust,
 - * a judgment, tax, or special assessment, or
 - * a charge by a homeowner's or condominium association.
6. There are liens on your title for labor and material which have their inception before the policy date. However, we will not cover liens for labor and material that you agreed to pay for.
7. Others have rights in your title arising out of leases, contracts or options.
8. Someone else has an easement on your land.
9. You do not have good and indefeasible title.
10. There are other defects in your title.
11. There are other liens or encumbrances on your title.

This Policy also covers the following title risk:

You do not have any legal right of access to and from the land.

EXCLUSIONS

In addition to the Exceptions in Schedule B, we do not insure you against loss, costs, attorney's fees, and expenses resulting from these Exclusions:

1. We do not cover loss caused by the exercise of governmental police power or the enforcement or violation of any law or government regulation. This includes building and zoning ordinances and laws and regulations concerning:
 - a. Land use
 - b. Improvements on the land
 - c. Land division
 - d. Environmental protection

This exclusion does not apply to notices of violations or notices of enforcement that appear in the public records at Policy Date. However, there may be an Exception in Schedule B.

2. We do not cover the right to take the land by condemning it, unless:
 - a. a notice of exercise of the right appears in the public records on the Policy Date, or
 - b. the taking happened before the Policy Date and is listed in the public records.

- d. that first affect your title after the Policy Date – this is the labor and material lien coverage in Item 6 of the Risks.
4. We do not cover the effect of failure to pay value for your title.
5. We do not cover lack of a right:
 - a. to any land outside the area specifically described as in Item 3 of Schedule A.
 - b. in streets, alleys, or waterways that touch your land. This exclusion does not limit the access coverage in the Risks.
6. We do not cover any claim based upon allegations that you of title (or acquisition of title by gift or otherwise):
 - a. was a fraudulent conveyance, fraudulent transfer, distribution, or voidable dividend;
 - b. should be subordinated or recharacterized as a result of subordination;
 - c. was a preferential transfer unless
 - (1) the company or its issuing agent failed to timely record the deed to you after delivery or
 - (2) the recordation of the deed to you is not legal recordation. (We do cover the two types of claims described in c. above.)
7. We do not cover the refusal of any person to buy, lease or otherwise acquire your land because of unmarketability of the title.
8. We do not cover claims concerning the physical condition of or of the access to your land.

CONDITIONS

1. DEFINITIONS.

- a. **Actual Loss.** This is the difference between the value of your land without the covered title risk and the value of your land with the title risk. These values are the respective values at the time we furnish proof of your loss.
- b. **Document.** A deed or other conveyance of title to you or a third party.
- c. **Easement.** A portion of your land someone else has the right to use for a special purpose.
- d. **Government Regulation.** Any federal, state, or local law, ordinance, provision, regulation, ordinance, or guideline.
- e. **Land.** The land or condominium unit described in Schedule B, including improvements on the land that are real property.
- f. **Knowledge or known.** Actual knowledge, not constructive knowledge or notice that may be imputed to an insured by the public records.
- g. **Mortgage.** A type of lien on the land such as a deed of trust or security instrument.
- h. **Public Records.** Those records required by Texas law and recorded by public officials in the county where the property is located. Legal notice of matters affecting your title.
- i. **Title.** The ownership interest in the land, as shown in Schedule B.
- j. **We, us or our.** The title insurance company. This is Lloyds Insurance Corporation.
- k. **You, your.** The insured.

2. CONTINUATION OF COVERAGE.

We insure you as long as you:

- a. own your Title,
- b. own a mortgage from anyone who buys your Title, or
- c. are liable for any Title warranties you make.

We insure anyone who receives your title because of your death. We do not insure your transferee or assignee.

3. YOUR DUTIES IF YOU MAKE A CLAIM.

You must follow this process to make a claim:

- a. **You Must Give Us Notice Of Your Claim.**

If anyone claims a right against your insured title, you must notify us promptly.

Send the notice to Lawyers Title Insurance Corporation, 7067 Rambler Road, Suite 1200, Dallas, TX 75231, or call 7067 and ask for a claims attorney. If you initially contact us by phone, we recommend that you also notify us in writing. Include the following information in your notice:

OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between you and Lawyers Title Insurance Corporation. This policy is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or to take other action if you have a loss resulting from a covered title risk.

It applies only to an improved one-to-four family residential property or condominium unit. If your land is not either of these, contact us immediately.

Su Póliza de Seguro de Título es un contrato legal entre usted y Lawyers Title Insurance Corporation. Esta póliza no es una opinión o reporte en relación a su título de propiedad. Es un contrato de indemnificación, esto es, la promesa de reembolsarle o de tomar cualquier otro tipo de acción si usted sufre una pérdida como resultado de cualquier riesgo cubierto por la póliza. Esta forma de póliza ha sido designada para ser utilizada exclusivamente en los casos de propiedades en las cuales hay construidas viviendas para no más de cuatro familias o en los casos de unidades en condominios. Si su propiedad no es ninguna de las anteriores, por favor, notifíquenos inmediatamente.

are you against certain risks to your land title. We list these risks on page 2. The following limit your coverage:

- Exclusions on page 2.
- Exceptions on Schedule B.
- Conditions on pages 2 and 5.

ould keep the policy even if you transfer the title to your land. If you want to make a claim, see Section 3 under Conditions is 2 and 5.

not owe any more premiums for the Policy.

æet is not your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in our rights and obligations and our rights and obligations. The Policy – and not this sheet – is the legal document.

YOU SHOULD READ THE POLICY VERY CAREFULLY.

ALL-FREE NUMBER OF LAWYERS TITLE INSURANCE CORPORATION IS 1-800-442-7067. YOU MAY CALL THIS R TO DISCUSS THIS POLICY OR TO MAKE A COMPLAINT. YOU MAY WRITE TO LAWYERS TITLE INSURANCE RATION AT THE ADDRESS IN SECTION 3 UNDER CONDITIONS ON PAGE 2.

The statement must have the following information to the best of our knowledge:

- 1) the Covered Title Risks which resulted in your loss,
- 2) the dollar amount of your loss, and
- 3) the method you used to compute the amount of your loss.

You Must Provide Papers We Request.

We may require you to show us your records, checks, letters, contracts, and other papers that relate to your claim of loss. We may make copies of these papers.

If you tell us this information is confidential, we will not disclose it to anyone else unless we reasonably believe the disclosure is necessary to administer the claim.

You Must Answer Questions Under Oath.

We may require you to answer questions under oath.

Effect of Failure to Cooperate.

Our obligation to you reduces or ends if you fail or refuse to:

- 1) (a) provide a statement of loss,
- (b) answer our questions under oath, or
- (c) show us the papers we request, and
- 2) your failure or refusal affects our ability to dispose of or to defend you against the claim.

CHOICES WHEN YOU NOTIFY US OF A CLAIM.

After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:

- 1) Pay the claim against your title.
- 2) Negotiate a settlement.
- 3) Prosecute or defend a court case related to the claim.
- 4) Pay you the amount required by this Policy.
- 5) Take other action under Section 4b.
- 6) Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time that we are obligated to pay.

You choose which of these to do.

If you report to us that a covered title risk exists, we will promptly investigate to determine if that covered title risk is valid and not barred by law or statute. A covered title risk is a title risk that this policy does not exclude or except.

If we decide that your claim, or any part of your claim, is covered by the policy, we will take one or more of the following actions to the extent that it is:

- 1) Institute all necessary legal proceedings to clear the title to the property;
- 2) Indemnify you pursuant to the terms of the policy;
- 3) Issue a new title policy without making exception to the covered title risk. If another insurer issues the new title policy to your purchaser, lender or other transferee without making exception to the covered title risk, we will indemnify the other insurer.
- 4) Secure a release of the covered title risk.

If we deny your claim, or any part of your claim, not more than 15 days after we deny the claim, we will:

- 1) notify you in writing, and
- 2) give you the reasons for denial of your claim in writing.

CHOICE OF A CLAIM OR COURT CASE.

We cooperate with us in handling any claim or court case and give us information.

If you pay only for those settlement costs, attorneys' fees and costs that we approve in advance.

If we intend to defend or sue to clear your title, we have a right to choose the attorney. If you have the right to disapprove our choice of attorney for cause. We can appeal any decision to the highest court. We do

- b. If we remove the claim against your title with reasonable diligence or take other action under this policy after receiving notice of it, we will have no further liability for it.
- c. All payments we make under this policy – except for costs, attorneys' fees and expenses – will be subtracted from your Policy Amount.
- d. If the Covered Title Risk is an easement, we may pay an insured mortgage holder instead of paying you when a written agreement between you and the mortgage holder allows. If the claim involves another Covered Title Risk, we may pay the mortgage holder instead of paying you. The amount paid to the mortgage holder is considered a payment to you under your policy and will be subtracted from your policy amount.
- e. If you do anything to affect any right of recovery or defense you may have, we can subtract from our liability the amount by which you reduced the value of that right or defense. But we must add back to our liability any amount by which our expenses are reduced as a result of your action.

7. TRANSFER OF YOUR RIGHTS.

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

8. ARBITRATION.

If it is permitted under Texas or federal law, you and we may agree to arbitration when you file a claim.

The arbitration may decide any matter in dispute between you and us.

Arbitration is one means of alternative dispute resolution. It may lessen the time and cost of claims settlement. You may wish to consider another form of mediation or use the court system. If you choose arbitration, you may give up some discovery rights and your right to sue.

The arbitration award may:

- a. include attorneys' fees if allowed by state law, and/or
- b. be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The Law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from us.

9. ENTIRE CONTRACT PROVISION.

This policy and any endorsements we attach are the entire contract between you and us.

Any claim you make against us must be under this Policy and is subject to its terms.

10. COMPLAINT NOTICE.

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to us. OUR TOLL-FREE NUMBER IS 1-800-442-7067. If we do not resolve the problem, you also may write the Texas Department of Insurance, P.O. Box 149091, Austin, Texas 78714-9091, Fax No. (512) 475-1771. THE TOLL-FREE NUMBER FOR THE TEXAS DEPARTMENT OF INSURANCE IS 1-800-252-3439.

This notice of complaint procedure is for information only. It does not become a part or condition of this policy.

POLICY OF TITLE INSURANCE

(One-to-Four Family Residences)

Issued by

**Lawyers Title
Insurance Corporation**

Lawyers Title Insurance Corporation
is a member of the LandAmerica family of title insurance
underwriters.



LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
www.landam.com

Form B 1186-9

THANK YOU.

Title insurance provides for the real estate investment. We su policy in a safe place where available for future reference.

If you have questions about tit coverage provided by this p office that issued this policy, write:

Lawyers Title Insurance Corpor
Consumer Affairs
P.O. Box 27567
Richmond, Virginia 23261-7567
telephone, toll free: 800 446-70
web: www.landam.com

We thank you for choosing to
Lawyers Title Insurance Corp
forward to meeting your future tit

Lawyers Title Insurance Corporation
is a member of the LandAmerica fa
underwriters.



T-1R: Residential Owner Policy of Title Insurance

Form Prescribed by Texas Department of Insurance (1/1/93)

File No. 34972

Owner Policy No. O-A80-00-128557

SCHEDULE B**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

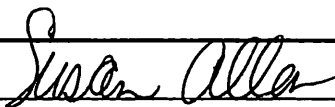
1. The following restrictive covenants of record itemized below, (the Company must either insert specific recording data or delete this exceptions):

Those certain covenants, restrictions, reservations and easements as shown by Declaration of Restrictions dated MARCH 9, 2006, filed for record in the office of the County Clerk of Austin County, Texas, in CLERK'S FILE NUMBER 06-1374 of the OFFICIAL Records. NOTE: To the extent that the above restrictions violate 42USC3604 (c) by indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby omitted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
 - a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c) to filled-in lands, or artificial islands, or
 - d) to statutory water rights, including riparian rights, or
 - e) to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2006 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception.):
 - a) Vendor's Lien retained in Deed dated MARCH 9, 2006, executed by BRENNER FAMILY LIMITED PARTNERSHIP to KENT MCALLISTER AND WIFE ANDREA MCALLISTER, securing a payment of one Note of even date therewith in the principal amount of \$80,000.00, payable to MICHAEL L. RIDDLE, and said note being additionally secured by Deed of Trust of even date therewith to LONG BEACH MORTGAGE COMPANY, . Trustee, said Deed of Trust filed for records in the office of the County Clerk of Austin County, Texas, on MARCH 13, 2006, under Clerk's File No. 06-1375, Official Records; together with all indebtedness of whatsoever nature secured or to be secured by said Deed of Trust and subject to the terms conditions and stipulations contained in said Note and Deed of Trust.

Schedule B of this Policy consists of 2 page(s)

By


Authorized Countersignature

Lawyers Title Insurance Corporation

T-1R: Residential Owner Policy of Title Insurance

Form Prescribed by Texas Department of Insurance (1/1/93)

File No. 34972

Owner Policy No. O-A80-00-128557

- b) Rights of parties in possession.
- c) Visible and apparent easements on or across property herein described.
- d) "Any violation of subdivision regulations in Volume 18, Page 582 of the Commissioners Court Minutes of Austin County, Texas."
- e) SECOND LIEN SECURITY Deed of Trust dated MARCH 9, 2006, executed by KENT MCALLISTER AND WIFE, ANDREA MCALLISTER to MICHAEL L. RIDDLE, Trustee, securing the payment of one Note of even date therewith payable to LONG BEACH MORTGAGE COMPANY, in the principal amount of \$20,000.00, said Deed of Trust filed for record in the office of the County Clerk of Austin County, Texas, on MARCH 13, 2006, under Clerk's File No. 06-1376, Official Records, together with all indebtedness of whatsoever nature secured or to be secured by said Deed of Trust and subject to the terms conditions and stipulations contained in said Note and Deed of Trust.
- f) An undivided ½ royalty interest reserved in the Deed from Ida Louise Fort, et al, to Dewey W. Walden, dated April 5, 1957, recorded in Volume 231, Page 504, Deed Records of Austin County, Texas, for fifteen (15) years from date and as long as production. Should a T-19 Endorsement be requested by the Lender, Item 3 (b) on the T-19 Endorsement MUST be deleted.

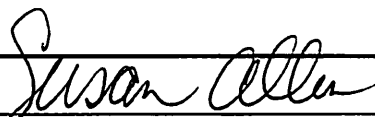
BY:



Authorized Countersignature

Schedule B of this Policy consists of 2 page(s)

By



Authorized Countersignature

Lawyers Title Insurance Corporation

FORM T-1R: Owner Policy of Title Insurance

Form Prescribed by Texas Department of Insurance (Revised 1/1/93)

Policy Codes: 1200

SCHEDULE A

File No.: 34972

Policy Date: March 13, 2006 at 1:44 PM

Loan No. 6671518

Owners Policy No.: O-A80-00-128557

Amount of Insurance: One Hundred Thousand dollars and Zero cents-(\$100,000.00)

Premium: (\$871.00)

1. Name of Insured:

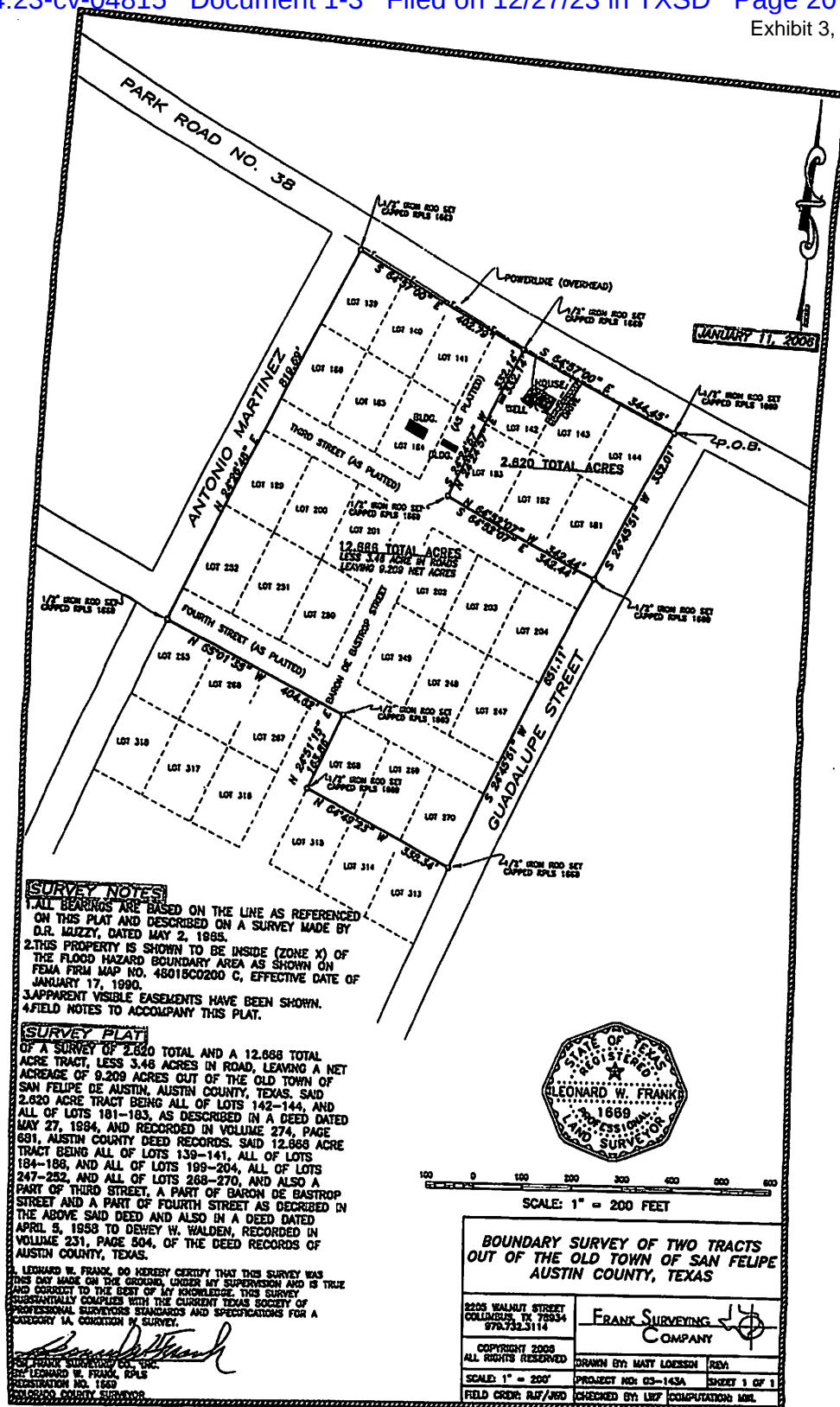
KENT MCALLISTER

2. We insure your interest in the land covered by this Policy is:

Fee Simple

3. Legal Description of land:

2.620 Acres All that certain tract or parcel land lying and being situated in Austin County, Texas, and described as follows, to-wit: **Lots numbered 142 – 144, 181 - 183, and part of THIRD STREET AND BARON DE BASTROP STREET**, in the Old Town of San Felipe de Austin, Austin County, Texas, being more particularly described in Exhibit "A" attached hereto and by this reference made apart hereof for all purposes.



FRANK SURVEYING Co., Inc.

2205 Walnut Street
Columbus, Texas 78934
979.732.3114

STATE OF TEXAS**COUNTY OF AUSTIN**

FIELD NOTES of a survey of a 12.666 total acre tract, less 3.46 acre in road and leaving a **NET ACREAGE** of 9.209 acres out of the Old Town of San Felipe, Austin County, Texas. Said 12.666 acre tract being all of Lots 139-141, all of Lots 184-186, and all of Lots 199-204, all of Lots 247-252, and all of Lots 268-270, and also a part of Third Street, a part of Baron De Bastrop Street and a part of Fourth Street as described in a deed dated May 27, 1984, and recorded in Volume 274, Page 681, Austin County Deed Records, and in a deed dated April 5, 1958 to Dewey W. Walden, recorded in Volume 231, Page 504, of the Deed Records of Austin County, Texas for which reference is made and the said 12.666 total acre tract being described by metes and bounds as follows, TO-WIT:

COMMENCING at a 1/2 inch iron rod set (capped RPLS 1669) for the East corner of Lot 144, same being a East corner of a 2.620 acre tract surveyed also this day, corner being also in the Southwest line of Park Road No. 38, and being also in the Northwest line of Guadalupe Street;

THENCE S 24° 45' 51" W a distance of 332.01 feet with the Northwest line of Guadalupe Street, same being the Southeast line of the said 2.620 acre tract to a 1/2 inch iron rod set (capped RPLS 1669) for the South corner of Lot 181 and the South corner of the said 2.620 acre tract, corner being also a East corner and **POINT OF BEGINNING** of the herein described 12.666 acre tract;

THENCE S 24° 45' 51" W a distance of 651.11 feet with the Northwest line of Guadalupe Street, across Third Street (as platted), with the Southeast line of Lot 204 and Lot 247, across Fourth Street, and with the Southeast line of Lot 270, same being the Southeast line of the herein described tract to a 1/2 inch iron rod set (capped RPLS 1669) for the South corner of Lot 270, corner being also the East corner of Lot 313;

THENCE N 64° 49' 23" W a distance of 338.34 feet with the Southwest line of Lot 270, Lot 269, and Lot 268, same being the Northeast line of Lot 313-315 to a 1/2 inch iron rod set (capped RPLS 1669) for the West corner of Lot 268;

THENCE N 24° 51' 15" E a distance of 163.86 feet with the Northwest line of Lot 268 to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 268;

THENCE N 65° 01' 35" W a distance of 404.62 feet across Baron De Bastrop Street (as platted), and with the Southwest line of Fourth Street (as platted), the Northeast line of Lot 267-265 to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 265, said corner being also the West corner of the herein described 12.666 acre tract and being also in the Southeast line of Antonio Martinez Street;

THENCE N 24° 28' 48" E a distance of 819.69 feet with the Southeast line of Antonio Martinez Street, across Fourth Street and with the Northwest line of Lot 252, Lot 199, across Third Street (as platted) and with the Northwest line of Lot 186, and Lot 139 to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 139, corner being also in the Southwest line of Park Road No. 38, corner being also the North corner of the herein described tract;

THENCE S 64° 57' 00" E a distance of 402.79 feet with the Southwest line of Park Road No. 38, same being the Northeast line of Lot 139-141 and across Baron De Bastrop Street to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 142, corner being also the North corner of the said 2.620 acre tract;

THENCE S 24° 24' 57" W a distance of 332.14 feet with the Southeast line of Baron De Bastrop Street, same being the Northwest line of Lot 142 and Lot 183 to a 1/2 inch iron rod set (capped RPLS 1669) for the West corner of Lot 183, corner being also in the Northeast line of Third Street;

THENCE S 64° 52' 07" E a distance of 342.44 feet with the Northeast line of Third Street, same being the Southwest line of Lot 183-181 to the **PLACE OF BEGINNING**, containing 12.666 acres of land, **LESS AND EXCEPT** 3.46 acre in above said streets leaving a **NET ACREAGE** of 9.209 acres.

Survey Plat to accompany Field Notes.

Project No. 05-143A

All bearings are based on the Northeast line of a 12.666 acre tract surveyed also this day by Frank Surveying Co., Inc. and described on a survey plat made by D.R. Muzzy on May 2, 1965.

IN WITNESS THEREOF, my hand and seal, this the 11th day of January 2008.



Leonard W. Frank
For Frank Surveying Co., Inc.
By: Leonard W. Frank, RPLS
Registration No. 1669
Colorado County Surveyor

FRANK SURVEYING CO., INC.

2205 Walnut Street
Columbus, Texas 78934
979.732.3114

STATE OF TEXAS**COUNTY OF AUSTIN**

FIELD NOTES of a survey of a 2.620 total acre tract out of the Old Town of San Felipe, Austin County, Texas. Said 2.620 acre tract being all of Lots 142-144, and all of Lots 181-183 as described in a deed dated May 27, 1864, and recorded in Volume 274, Page 681, of the Deed Records of Austin County, Texas for which reference is made and the said 2.620 acre tract being described by metes and bounds as follows, TO-WIT:

BEGINNING at a 1/2 inch iron rod set (capped RPLS 1669) for the East corner of the herein described tract in the Northwest line of Guadalupe Street, same being the Southwest line of Park Road No. 38, corner being also the East corner of Lot 144;

THENCE S 24° 45' 51" W a distance of 332.01 feet with the Northwest line of Guadalupe Street, same being the Southeast line of Lot 144 and Lot 181 to a 1/2 inch iron rod set (capped RPLS 1669) for the South corner of Lot 181, said corner being also the South corner of the herein described tract;

THENCE N 64° 52' 07" W a distance of 342.44 feet with the Southwest line of Lot 181-183, same being the Southwest line of the herein described tract and the Northeast line of Third Street (as platted) to a 1/2 inch iron rod set (capped RPLS 1669) for the West corner of Lot 183, corner being also the West corner of the herein described tract;

THENCE N 24° 24' 57" E a distance of 332.14 feet with the Northwest line of Lot 183 and Lot 142, same being the Northwest line of the herein described tract and the Southeast line of Baron De Bastrop Street to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 142, corner being also the North corner of the herein described 2.620 acre tract and being also in the Southwest line of Park Road No. 38;

THENCE S 64° 57' 00" E a distance of 344.45 feet with the Southwest line of Park Road No. 38, same being the Northeast line of Lot 142-144 and the Northeast line of the herein described tract to the **PLACE OF BEGINNING**, containing 2.620 acres of land.

Survey Plat to accompany Field Notes.

Project No. 05-143A

All bearings are based on the Northeast line of a 12.666 acre tract surveyed also this day by Frank Surveying Co., Inc. and described on a survey plat made by D.R. Muzzy on May 2, 1965.

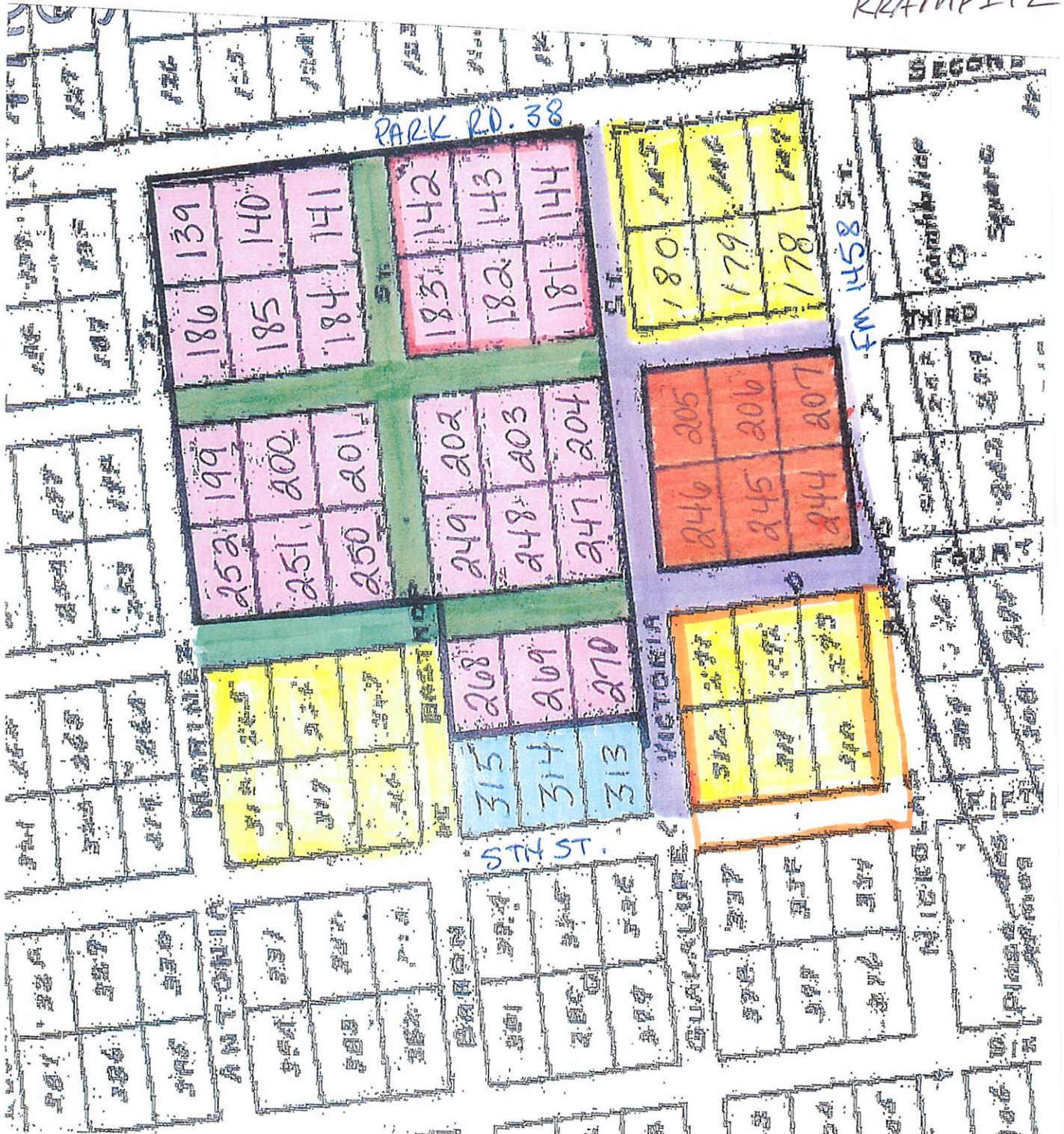
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Leonard W. Frank
For Frank Surveying Co., Inc.
By: Leonard W. Frank, RPLS
Registration No. 1669
Colorado County Surveyor

EXHIBIT "A"

- NEIGHBORING PROPERTY
 BRENNER TO McALLISTER (2006)
 HODO TO McALLISTER (2015)
 HILL TO McALLISTER (2019) → SOLD TO KRAMPITZ
- INSIDE FENCE LINE







FRANK SURVEYING Co., Inc.

2205 Walnut Street
Columbus, Texas 78934
979.732.3114

STATE OF TEXAS**COUNTY OF AUSTIN**

FIELD NOTES of a survey of a 12.666 total acre tract, less 3.46 acre in road and leaving a **NET ACREAGE** of 9.209 acres out of the Old Town of San Felipe, Austin County, Texas. Said 12.666 acre tract being all of Lots 139-141, all of Lots 184-186, and all of Lots 199-204, all of Lots 247-252, and all of Lots 268-270, and also a part of Third Street, a part of Baron De Bastrop Street and a part of Fourth Street as described in a deed dated May 27, 1964, and recorded in Volume 274, Page 681, Austin County Deed Records, and in a deed dated April 5, 1958 to Dewey W. Walden, recorded in Volume 231, Page 504, of the Deed Records of Austin County, Texas for which reference is made and the said 12.666 total acre tract being described by metes and bounds as follows, TO-WIT:

COMMENCING at a 1/2 inch iron rod set (capped RPLS 1669) for the East corner of Lot 144, same being a East corner of a 2.620 acre tract surveyed also this day, corner being also in the Southwest line of Park Road No. 38, and being also in the Northwest line of Guadalupe Street;

THENCE S 24° 45' 51" W a distance of 332.01 feet with the Northwest line of Guadalupe Street, same being the Southeast line of the said 2.620 acre tract to a 1/2 inch iron rod set (capped RPLS 1669) for the South corner of Lot 181 and the South corner of the said 2.620 acre tract, corner being also a East corner and **POINT OF BEGINNING** of the herein described 12.666 acre tract;

THENCE S 24° 45' 51" W a distance of 651.11 feet with the Northwest line of Guadalupe Street, across Third Street (as platted), with the Southeast line of Lot 204 and Lot 247, across Fourth Street, and with the Southeast line of Lot 270, same being the Southeast line of the herein described tract to a 1/2 inch iron rod set (capped RPLS 1669) for the South corner of Lot 270, corner being also the East corner of Lot 313;

THENCE N 64° 49' 23" W a distance of 338.34 feet with the Southwest line of Lot 270, Lot 269, and Lot 268, same being the Northeast line of Lot 313-315 to a 1/2 inch iron rod set (capped RPLS 1669) for the West corner of Lot 268;

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THENCE N 24° 26' 48" E a distance of 819.69 feet with the Southeast line of Antonio Martinez Street, across Fourth Street and with the Northwest line of Lot 252, Lot 199, across Third Street (as platted) and with the Northwest line of Lot 186, and Lot 139 to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 139, corner being also in the Southwest line of Park Road No. 38, corner being also the North corner of the herein described tract;

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Survey Plat to accompany Field Notes.

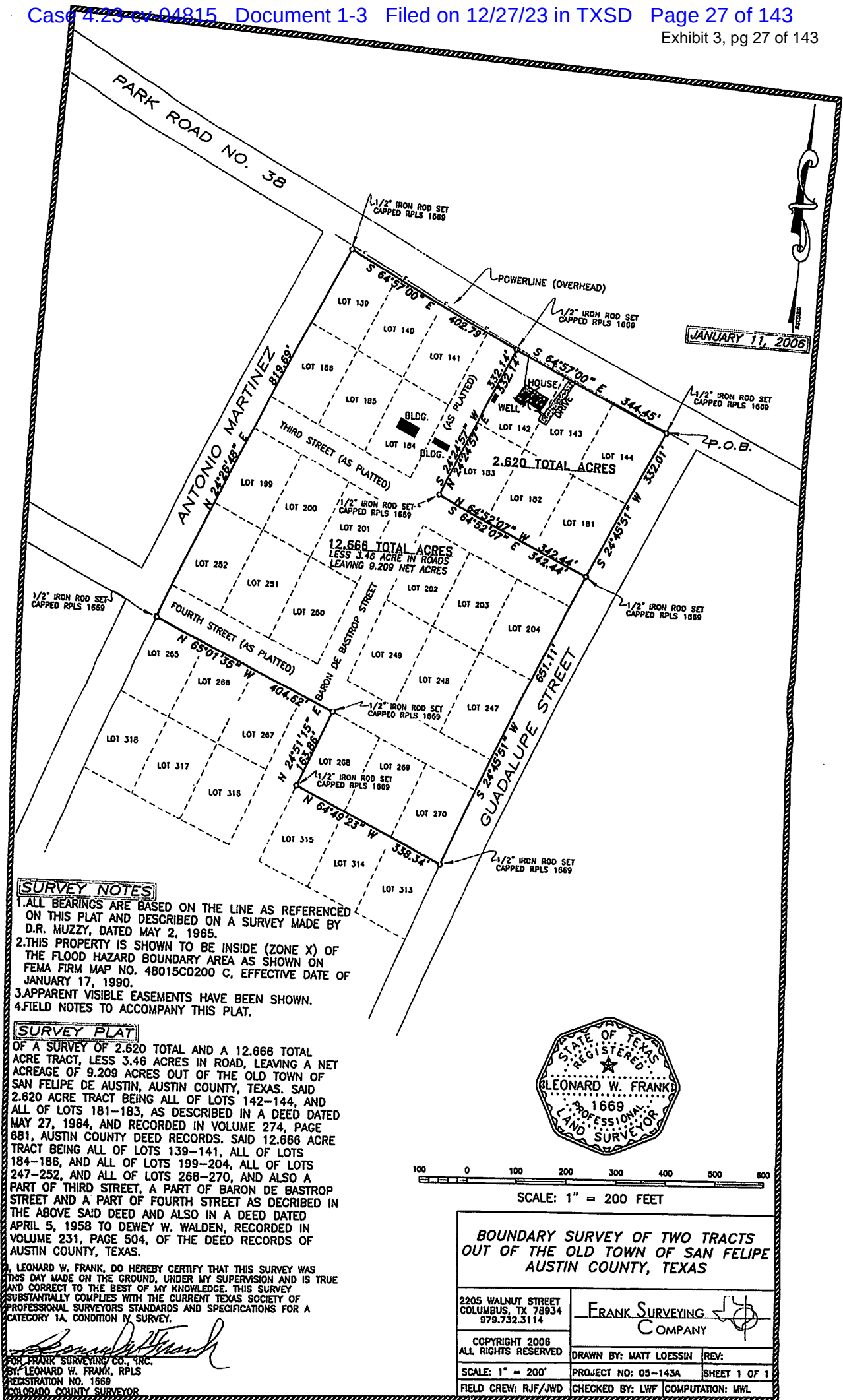
Project No. 05-143A

All bearings are based on the Northeast line of a 12.666 acre tract surveyed also this day by Frank Surveying Co., Inc. and described on a survey plat made by D.R. Muzzy on May 2, 1965.

IN WITNESS THEREOF, my hand and seal, this the 11th day of January 2006.



Leonard W. Frank
For Frank Surveying Co., Inc.
By: Leonard W. Frank, RPLS
Registration No. 1669
Colorado County Surveyor



BAC-S
27(5)

061447

GF 34978
27-

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your social security number and your driver's license number.

STATE OF TEXAS

COUNTY OF AUSTIN

KNOW ALL MEN BY THESE PRESENTS:

THAT BRENNER FAMILY LIMITED PARTNERSHIP, a Texas limited partnership ("Grantor"), acting by and through its General Partners who are Lawrence Brenner and Louise Brenner, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of his one certain promissory note of even date herewith, in the principal sum of Sixty Thousand and No/100 Dollars (\$60,000.00), payable to the order of Grantor, as therein provided and bearing interest at the rates therein specified, containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by a Vendor's Lien herein retained and is additionally secured by a Deed of Trust, of even date herewith, to Sidney Levine, Trustee, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto KENTON J. McALLISTER, a resident of Harris County, Texas ("Grantee"), whose mailing address is 5906 Pine Lakes Drive, Katy, Texas 77493-3543, all of the following described property in Austin County, Texas (the "Property"), to-wit:

9.209 acres of land (being 12.666 acres less 3.46 acres in road) out of the Old Town of San Felipe, Austin County, Texas, being more particularly described in EXHIBIT "A" attached hereto and made a part hereof for all intents and purposes.

This conveyance is made and accepted SUBJECT TO the following:

1. Fourth Street, Third Street and Baron De Bastrop Street as shown on survey plat dated May 26, 2005, by Frank Surveying Co., Inc.

2. An undivided $\frac{1}{2}$ royalty interest reserved in the Deed from Ida Louise Fort, et al, to Dewey W. Walden, dated April 5, 1957, recorded in Volume 231, Page 504, Deed Records of Austin County.

RESTRICTION

No mobile home, manufactured home, and/or modular home may be located on the Property at any time.

This restriction shall be for a term of twenty-five (25) years immediately following the date of this deed and shall be enforced by Grantor, its successor and assigns. At the end of such term, this restriction shall be of no further force or effect.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, his heirs, executors, administrators, successors, or assigns forever; and Grantor hereby binds itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, his heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

But it is expressly agreed that the Vendor's Lien, as well as the Superior Title in and to the Property, is retained against the Property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

Ad valorem taxes on the Property for 2006 having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 10th day of March, 2006.

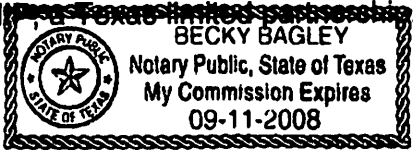
BRENNER FAMILY LIMITED PARTNERSHIP

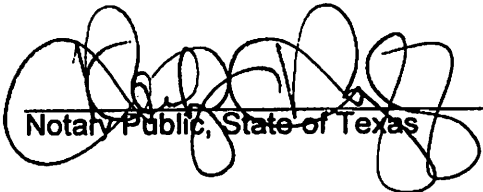
BY: Lawrence Brenner
LAWRENCE BRENNER, General Partner

BY: Louise Brenner
LOUISE BRENNER, General Partner

STATE OF TEXAS
COUNTY OF AUSTIN

This instrument was acknowledged before me on the 10th day of March, 2006, by LAWRENCE BRENNER, General Partner, on behalf of BRENNER FAMILY PARTNERSHIP, a Texas limited partnership.

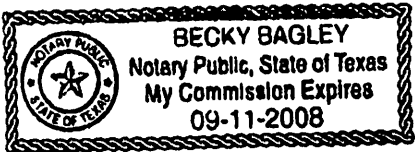





Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF AUSTIN

This instrument was acknowledged before me on the 10th day of March, 2006, by LOUISE BRENNER, General Partner, on behalf of BRENNER FAMILY PARTNERSHIP, a Texas limited partnership.





Notary Public, State of Texas

FRANK SURVEYING Co., INC.
2205 Walnut Street
Columbus, Texas 78934
979.732.3114

STATE OF TEXAS
COUNTY OF AUSTIN

FIELD NOTES of a survey of a 12.666 total acre tract, less 3.46 acre in road and leaving a **NET ACREAGE** of 9.209 acres out of the Old Town of San Felipe, Austin County, Texas. Said 12.666 acre tract being all of Lots 139-141, all of Lots 184-186, and all of Lots 199-204, all of Lots 247-252, and all of Lots 268-270, and also a part of Third Street, a part of Baron De Bastrop Street and a part of Fourth Street as described in a deed dated May 27, 1964, and recorded in Volume 274, Page 681, Austin County Deed Records, and in a deed dated April 5, 1958 to Dewey W. Walden, recorded in Volume 231, Page 504, of the Deed Records of Austin County, Texas for which reference is made and the said 12.666 total acre tract being described by metes and bounds as follows, TO-WIT:

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THENCE S 24° 45' 01" W a distance of 332.01 feet with the Northwest line of Guadalupe Street, same being the Southeast line of the said 2.620 acre tract to a 1/2 inch iron rod set (capped RPLS 1669) for the South corner of Lot 181 and the South corner of the said 2.620 acre tract, corner being also a East corner and **POINT OF BEGINNING** of the herein described 12.666 acre tract;

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THENCE S 64° 52' 07" E a distance of 342.44 feet with the Northeast line of Third Street, same being the Southwest line of Lot 183-181 to the **PLACE OF BEGINNING**, containing 12.666 acres of land, **LESS AND EXCEPT** 3.46 acre in above said streets leaving a **NET ACREAGE** of 9.209 acres.

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Project No. 05-143A

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IN WITNESS THEREOF, my hand and seal, this the 11th day of January 2006.



Page 1 of 1

For Frank Surveying Co., Inc.
By: Leonard W. Frank, RPLS
Registration No. 1669
Colorado County Surveyor

EXHIBIT "A"

LAST PAGE OF DOCUMENT

(The bottom portion of this page
is for recording purposes only)

FILED
06 MAR 15 PM 3: 09
Carrie Gregor
COUNTY CLERK
AUSTIN COUNTY, TEXAS

STATE OF TEXAS

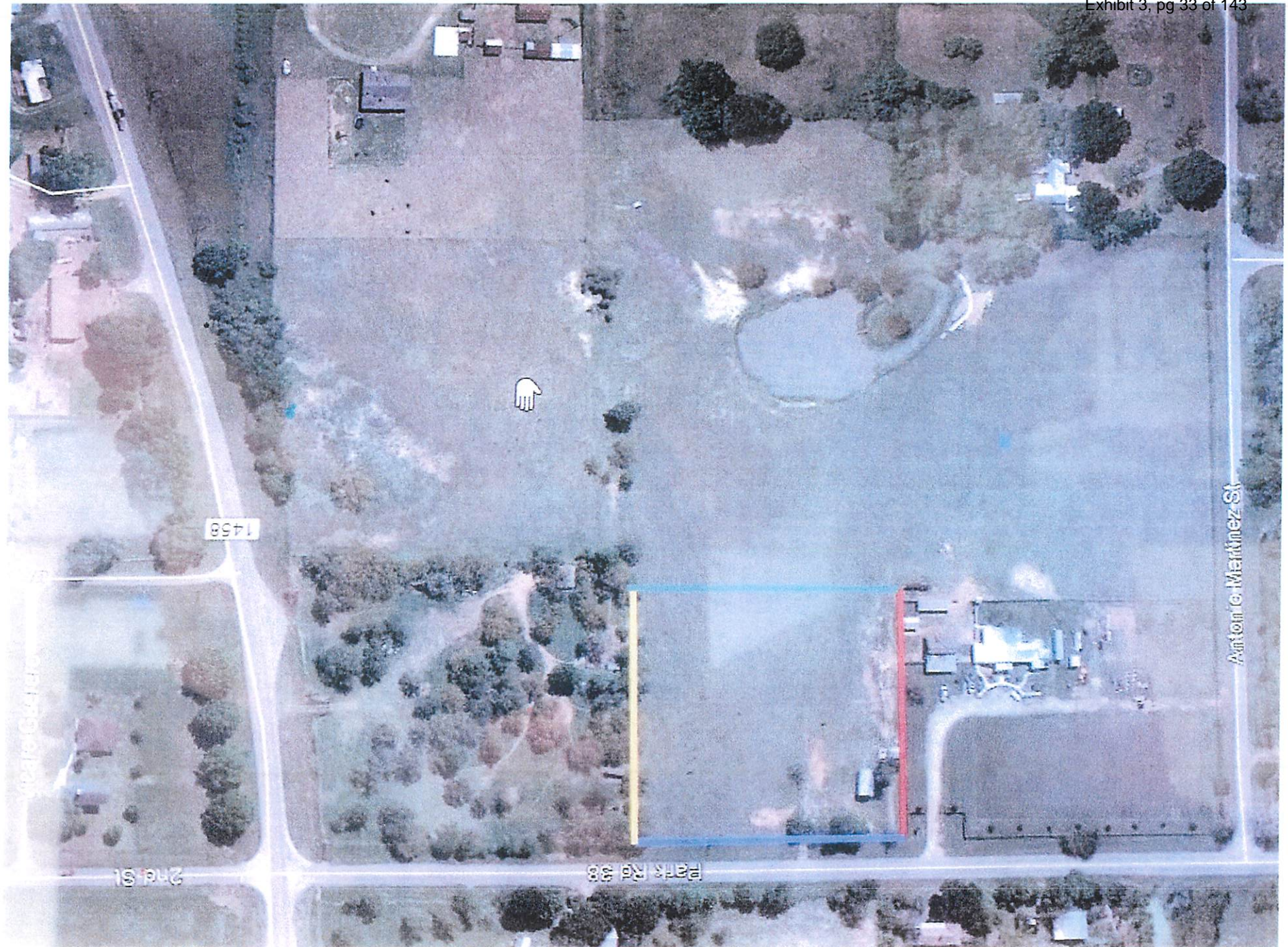
COUNTY OF AUSTIN

I certify that this instrument was filed on the date and
time stamped by me and was duly RECORDED in the
OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS.



Carrie Gregor
Carrie Gregor, County Clerk
Austin County, Texas

061447



FRANK SURVEYING Co., INC.
2205 Walnut Street
Columbus, Texas 78534
979.732.3114

STATE OF TEXAS

COUNTY OF AUSTIN

FIELD NOTES of a survey of a 2.620 total acre tract out of the Old Town of San Felipe, Austin County, Texas. Said 2.620 acre tract being all of Lots 142-144, and all of Lots 181-183 as described in a deed dated May 27, 1984, and recorded in Volume 274, Page 681, of the Deed Records of Austin County, Texas for which reference is made and the said 2.620 acre tract being described by metes and bounds as follows, TO-WIT:

BEGINNING at a 1/2 inch iron rod set (capped RPLS 1669) for the East corner of the herein described tract in the Northwest line of Guadalupe Street, same being the Southwest line of Park Road No. 38, corner being also the East corner of Lot 144;

THENCE S 24° 45' 51" W a distance of 332.01 feet with the Northwest line of Guadalupe Street, same being the Southeast line of Lot 144 and Lot 181 to a 1/2 inch iron rod set (capped RPLS 1669) for the South corner of Lot 181, said corner being also the South corner of the herein described tract;

THENCE N 64° 52' 07" W a distance of 342.44 feet with the Southwest line of Lot 181-183, same being the Southwest line of the herein described tract and the Northeast line of Third Street (as platted) to a 1/2 inch iron rod set (capped RPLS 1669) for the West corner of Lot 183, corner being also the West corner of the herein described tract;

THENCE N 24° 24' 57" E a distance of 332.14 feet with the Northwest line of Lot 183 and Lot 142, same being the Northwest line of the herein described tract and the Southeast line of Baron De Bastrop Street to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 142, corner being also the North corner of the herein described 2.620 acre tract and being also in the Southwest line of Park Road No. 38;

THENCE S 64° 57' 00" E a distance of 344.45 feet with the Southwest line of Park Road No. 38, same being the Northeast line of Lot 142-144 and the Northeast line of the herein described tract to the **PLACE OF BEGINNING**, containing 2.620 acres of land.

Survey Plat to accompany Field Notes.

Project No. 05-143A

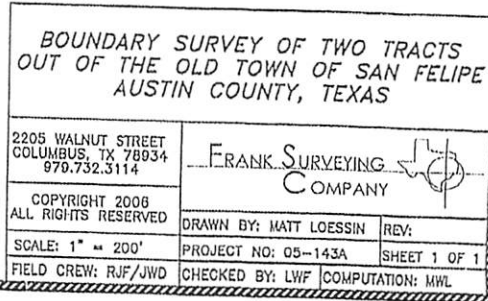
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IN WITNESS THEREOF, my hand and seal, this the 11th day of January 2008.



[Signature]
For Frank Surveying Co., Inc.
By: Leonard W. Frank, RPLS
Registration No. 1669
Colorado County Surveyor

EXHIBIT "A"



Loan No: 6671518

Borrower: KENT MCALLISTER

Exhibit 3, pg 36 of 143 Data ID: 832

061374

6F 3492

23'

WARRANTY DEED WITH VENDOR'S LIEN

Date: March 9, 2006

Grantor: BRENNER FAMILY LIMITED PARTNERSHIP

Grantee: KENT MCALLISTER

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration and notes of even date executed by Grantee payable to the order of LONG BEACH MORTGAGE COMPANY ("Lender"), in the amounts of \$ 80,000.00 and \$ 20,000.00 the notes being secured in whole or in part by vendor's lien and superior title retained in favor of Lender in this deed and also secured by a deed of trust of even date from Grantee to MICHAEL L. RIDDLE, Trustee.

Property (including any improvements):

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns, as the case may be, forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns, as the case may be, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute. The vendor's lien and superior title are transferred to Lender without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.

BRENNER FAMILY LIMITED PARTNERSHIP

—Seller

By: Lawrence Brenner

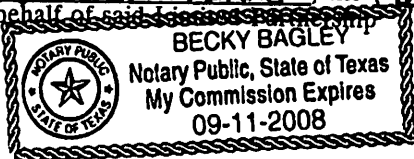
Its:

State of TEXAS

County of Austin

§
§

This instrument was acknowledged before me on the 14th day of March, 2006 by Lawrence Brenner, the General Partner of BRENNER FAMILY LIMITED PARTNERSHIP on behalf of said ~~limited partnership~~.



[Signature]

Notary Public

(Printed Name)

My commission expires: _____

GRANTEE/RETURN ADDRESS:

FRANK SURVEYING Co., Inc.
2205 Walnut Street
Columbus, Texas 78934
979.732.3114

STATE OF TEXAS
COUNTY OF AUSTIN

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THENCE N 24° 24' 57" E a distance of 332.14 feet with the Northwest line of Lot 183 and Lot 142, same being the Northwest line of the herein described tract and the Southeast line of Baron De Bastrop Street to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 142, corner being also the North corner of the herein described 2.620 acre tract and being also in the Southwest line of Park Road No. 38;

THENCE S 64° 57' 00" E a distance of 344.45 feet with the Southwest line of Park Road No. 38, same being the Northeast line of Lot 142-144 and the Northeast line of the herein described tract to the PLACE OF BEGINNING, containing 2.620 acres of land.

Survey Plat to accompany Field Notes.

Project No. 05-143A

All bearings are based on the Northeast line of a 12.666 acre tract surveyed also this day by Frank Surveying Co., Inc. and described on a survey plat made by D.R. Muzzy on May 2, 1965.

IN WITNESS THEREOF, my hand and seal, this the 11th day of January 2006.





For Frank Surveying Co., Inc.
By: Leonard W. Frank, RPLS
Registration No. 1669
Colorado County Surveyor

EXHIBIT "A"

RESTRICTIONS

No mobile home, manufactured home, and/or modular home may be located on the Property at any time.

This restriction shall be for a term of twenty-five (25) years immediately following the date of this deed and shall be enforced by Grantor, its successor and assigns. At the end of such term, this restriction shall be of no further force or effect.

EXHIBIT "B"

FILED
06 MAR 13 PM 1:44
Carrie Gregor
COUNTY CLERK
AUSTIN COUNTY, TEXAS

061374

STATE OF TEXAS

COUNTY OF AUSTIN

I certify that the instrument was filed on the date and time stamped on this stamp and was RECORDED in the OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS.



Carrie Gregor
Carrie Gregor, County Clerk
Austin County, Texas

133099

1/4(3)

RELEASE OF LIEN

Date: June 5, 2013

Holder of Note and Lien: Brenner Family Limited Partnership

Holder's Mailing Address (including county):

7 Falling Leaf Lane

Houston, Harris, Texas 77024

Note

Date: March 10, 2006

Original Amount: \$60,000.00

Maker: Kenton J. McAllister

Payee: Brenner Family Limited Partnership

Date of Maturity: March 15, 2026

Note and Lien are Described in the Following Documents.

Recorded in: Austin County, Texas

File number: 061448

Property (including any improvements) Subject to Lien:

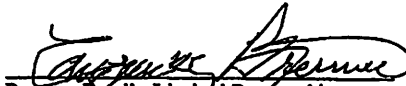
9.209 acres of land (being 12.666 acres less 3.46 acres in road) out of the Old Town of San Felipe, Austin County, Texas, being more particularly described in EXHIBIT "A" attached hereto and made a part hereof for all intents and purposes.

Holder of Note and Lien is the owner and holder of the Note and Lien described above.

Holder of Note and Lien acknowledges payment in full of the Note and releases the Property from the Lien and from all liens held by Holder of Note and Lien, without regard to how they were created or evidenced.

For value received, Holder of Note and Lien releases the Property from the Lien.

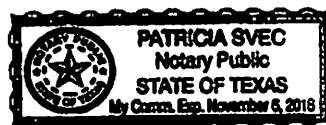
Holder of Note and Lien expressly waives and releases all present and future rights to establish or enforce the Lien as security for payment of any future or other indebtedness.


Brenner Family Limited Partnership
Lawrence Brenner, General Partner

STATE OF TEXAS

COUNTY OF AUSTIN

This instrument was acknowledged before me on the 6th day of June,
2013 by LAWRENCE BRENNER



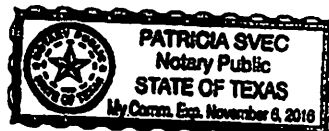

Notary Public, State of Texas

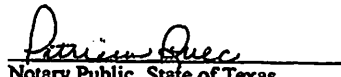

Kenton J. McAllister

STATE OF TEXAS

COUNTY OF AUSTIN

This instrument was acknowledged before me on the 6th day of June,
2013, by KENTON J. McALLISTER




Notary Public, State of Texas

BLOCKS & LOTS - OLD TOWN SAN FELIPE

GRANTOR: SFd A Corp.
GRANTEE: Gilbert Longstreet (Public Sale)
VOL./PAGE: B / p.17
DATE: 1/25/1839

244	207

NOTES:

17

3/20/1839

17

Tract said Stephison now lives on crossis Piney Creek thence
S 25 W 758 vars to a Hickory marked --- another Hickory
and dogwood marked Thence S 65 E 338 vs a stake and a post
oak marked Thence N 25 E 888 vs to Piney Creek thence up
the said creek to the beginning it being a part of the League
of Land granted to J. Nichols also another Tract Bounded Begin-
ning at a stake set for the E corner of the tract the said
Stephison now lives on thence N 25 E 250 vs to a stake on
a branch thence up said Branch with the meanders thereof
Bearing North 35 W. to where the S E, line of a tract of Land
belonging to B Granville crosses. said Branch thence S 25
W with said Granvilles line to the corner of said Stephesons
survey thence S. 65 E 958 vs to the place of beginning it being
a part of the League of Land granted to J Nichols for the above
specified sum above expressed I transfer unto the said Stepheson
for myself executors administrators Heirs & assigns with all my rights
and privileges and appertenances thereunto belonging unto James
Stephison his heirs executors and administrators all and every part
thereof guaranteeing the same against all lawful claimants whatsoever
renouncing all the Laws that might in anywise tendor exist to impair
or in any manner to make null and void any part of this Deed and
instrument of conveyance from the true intent and meaning of this Deed.

Signed and delivered in presence of the subscribing witnesses this
15th day of April One Thousand Eight Hundred and Thirty Nine Town of Austin
his
Test David Ayres John x Nichols
H. O. Campbell mark

Republic of Texas)
County of Austin) This day in proper person came John Nichols
before me at office and signed and delivered the foregoing Deed Town
of Austin April 15th 1839
J Benton Johnson
Filed for record April 15th 1839 & recorded April 16- Clerk

(Corporation of San Felipe to Gilbert Longstreet. No. 18.)

Republic of Texas)
County of Austin) Corporation of San Felipe de Austin
Know all men by these presents that in virtue of
the faculties and powers conferd upon this corporation of the Town of San
Felipe de Austin having sold at public sale on the Twenty Fifth day January
1839 to Gilbert Longstreet he being the highest and best bidder for the
sum of Seventy one Dollars and fifty Cents the receipt of which is hereby
acknowledged to have been made in conformity with the terms of said sale
and by this act & instrument bargain sell and convey by real and public
sale by way of successive right & perpetual alienation to the

Kent

Gilbert Longstreet Two Town Lots being in said Town known as Lots (207) No Two Hundred & seven & No (244) Two Hundred & forty four and the said Corporation by this act and instrument disposes itself of said Lots giving to the said purchaser peaceable possession and a warrantee title Deed to the said Lots with all and singular the rights privileges & appertenances thereunto belonging that he may possess use enjoy alienate or dispose of the same as any other property acquired by a just and legal Title in Testimony whereof we have hereunto signed this Deed and delivered the same to the said purchaser signed with the private seal of the secretary and Mayor of this Corporation there being no seal of office signed sealed and delivered in presenece of the subscribing witnesses this the 20th day of March 1839.

James Blair Mayor

William B Gayle Secretary

Republic of Texas }

County of Austin }

In proper person came William B Gayle before me at office and acknowledged his signature to the foregoing Deed April 15th 1839 Town of Austin

J Benton Johnson Clerk & recorder

Filed April 15th & recorded on the 16th 1839

J Benton Johnson Clerk

(Simon Schloss to J Castanie Deed No. 19.)

State of Louisiana }

City of New Orleans }

Be it known that on this first day of February one thousand eight hundred and thirty nine I Simon Schloss of the City of New Orleans State of Louisiana, and United States of America, of the one part, and Justin Castanie of the Republic of Texas of the other part Witnesseth, that for and in consideration of the sum of Five Thousand Dollars to me in hand paid by Justin Castanie the receipt whereof is hereby acknowledged, have this day granted bargained sold aliened, conveyed and confirmed and passed over in full and perfect and bona fide sale and by these presents do grant bargain sell alien convey and confirm and pass over in full, perfect and bona fide sale to the said Justin Castanie his heirs and assigns, all the right title and interest which I the said Simon Schloss have acquired by a deed of purchase dated the thirteenth day of September, One thousand eight hundred and thirty eight from Juan Antonia Padilla of Nacogdoches County, in the Republic of Texas of the one part and Simon Schloss and Justin Castanie of said County of the other part which said deed was recorded on the third day of November one thousand eight hundred and thirty eight in San Felipe de Austin in the book of Deeds A pages 316 - 317

BLOCKS & LOTS - OLD TOWN SAN FELIPE

GRANTOR: SF dA
GRANTEE: Caswell S. Parrish - (Public Sale)
VOL./PAGE: A / p. 379
DATE: 1 / 7 / 1839

246	205

NOTES:

why? municipal / Ross
Lot 180
why? Church Square 177?

5FRA to
1/7/1839 Caswell Parrish
lots 180/108/177
246/205/

379

contained

Given under my hand at office this ninth day January 1839

J Benton Johnson

County Recorder

Filed in office January 9 & recorded 17th 1839

J Benton Johnson

C. R.

(Corporation to C. S. Parrish Deed.)
(No. 194)

Republic of Texas)
County of Austin) Corporation of the Town of San Felipe
de Austin Know all men by these presents that
in virtue of the faculties and powers conferred
upon this Corporation of the Town of San Felipe de
Austin by the Laws and by an act of Congress of this
Republic incorporated said Town & the Corporation of
the Town of San Felipe de Austin having sold at
public sale on the Seventh day January Eighteen
Hundred and thirty nine to Caswell S Parrish he
being the highest & Best bidder for the sum
of Two Hundred & thirteen Dollars & seventy
Five cents the receipt of which is hereby acknow-
ledged to have been made in conformity with the
terms of said sale and by this act & instrument
bargain sell & convey by real and public sale
to the said Caswell S Parrish his
Heirs & Successors by way of Succession
right of perpetual alienation Five Town
Lots known as Lots No One Hundred
and Eighty No One Hundred and Eight
No One Hundred & Seventy Seven No Two
Hundred & Five and No Two Hundred and
Forty Six and the said Corporation

Kent (246) (205)
Mariguel / Ross (180)
Church SQ. (177)

380

by this act dispossess itself of said
lots giving to the said purchaser
peaceable possession and a warrantee
title Deed to the said Lots numbered
as aforesaid with all and singular
the rights privileges & appurtenances
thereunto belonging that he may
possess use enjoy alienate or dispose
of the same as a thing which is his
own acquired by a just and legal
title In Testimony whereof we have
hereunto signed this Deed and delivered
the same to the said purchasers Caswell
S Parrish Signed with the private seals
of the secretary and Mayor of said
Corporation there being no seal of office -

Signed sealed and in presence
of the subscribing witnesses

Jany 22d 1839 -

Witness

J H Money

Republic of Texas }

County of Austin }

James Blair Mayor

Wm B. Gayle Secretary

This day in proper
person came J H Money before me J Benton
Johnson (County Clerk) who on oath subscribes
& says that his signature which is signed as
a witness to the foregoing Deed was signed
by him & the signature of James Blair Mayor
was signed to the above Deed by the said Blair
in his presence & for the purposes therein set
forth.

Town of Austin Jany 23 1839

J H Money

Sworn to & subscribed before me

Filed Jany 23 & recorded same day

J Benton Johnson C C

380

3/18/1839

Caswell Parrish
Wm. P. Huff &

Elinor (Elenor) Huff
(minor)

1073 2054 246

(S. C. Parrish to Wm. P. Huff as Trustee for Elinor Huff. Deed. 1 Town Lot.)

Republic of Texas Austin County -

Know all men by these presents

that I Caswell S Parrish of the County aforesaid
for and in consideration of the Sum of Fifty Dollars
to me in hand paid by the purchaser have granted bargained
& sold and by this act sell and convey all my right title
and interest in and to a certain Town Lot in the Town of
San Felipe de Austin known in the Town Plat as Lot No 246
to Wm P Huff as trustee for his Daughter Mary Louisa
Huff to her & her legal Heirs forever she being now a
minor about Two years of age - Now Whereas, I have
sold the above Lot of Ground described for the above
mentioned sum of money I bind myself my property present
and future to warrant and defend the Title to the same
against all the claims or demands whatsoever.

Given under my hand & seal this 18th day of March
1839 in the presence of the subscribing witnesses - -

J H Money }
J M Pennington } C S Parrish (Seal)

Republic of Texas County of Austin

This day in proper person came C S Parrish
and acknowledged the signing and delivery of the within
Deed & that he signed the same for the purposes therein set
forth

J Benton Johnson County Recorder

Filed for record March 19 & recorded 20th 1839

J Benton Johnson C. C. & R.

No 2

Republic of Texas County of Austin

Know all men by

these presents that I Caswell Parrish of the County
aforesaid for and in consideration of the sum of Fifty Dolls
to me in hand paid by the purchaser have granted bargained
and sold and by this act sell and convey all my right
Title and interest in and to a certain Town Lot in
the Town of San Felipe de Austin known in the -
Plat of said Town as Lot No 205 to Wm P Huff as
Trustee for his Daughter Elenor Huff to her and her
legal Heirs forever she being now a minor of about
four years of age - Now whereas I have sold
the above described Lot of Ground for the above mentioned
sum of Money I bind myself my property present

Kent (Brenner)

This day personally came Edwd R Johnson before me at office in this Town and acknowledged his signature to the foregoing act & that he signed the same for the purposes therein set forth March 20 1839
Town of Austin Filed & recorded same day J Benton Johnson C. H.

J Benton Johnson C. U. A. R.

3/29/1839

Chancy B Shepard to
Gilbert Longstreet

Exhibit 3, pg 50 of 143

B7

(C B Shepard to Gilbert Longstreet.)

No 9

Republic of Texas }

County of Austin }

Know all men by these presents That I Chancy B Shepard for and in consideration of the sum of Eighty Dollars to me in hand paid by Gilbert Longstreet the receipt whereof is hereby acknowledged to have been made to my entire satisfaction from this day bargained sold alienated and disposed of all my right title and interest in and to Two certain Town Lots in the Town of San Felipe de Austin known in the plat of said Town as Lots No 206 Two Hundred & Six and 245 Two Hundred and Forty Five and as more particularly described in a Deed from the Corporation of said Town to me bearing date on the 22nd of January Eighteen hundred & thirty Nine I do by this act and instrument dispossess myself of said Lots numbered as aforesaid vesting in the said purchaser Gilbert Longstreet all the right title interest privileges and appurtenances that I acquired by virtue of the said Deed that he may possess use enjoy alienate or dispose of the same in any manner that he may think proper as any thing of his own acquired by a Just and legal Title: all of which I declare and sign in presence of the subscribing witnesses this March 26th 1839

Witness Wm B Gayle }

Alexander T Gayle }

C B Shepard

This day in proper person

came C B Shepard before me at office and acknowledged the signing & delivery of the foregoing Deed
J Benton Johnson Clerk
Town of Austin March 20th 1839 & the
same filed for record & recorded April 9 1839 - J Benton Johnson

(N Townsend to N Whitehead Note.)

Republic of Texas }

#10

County of Harrisburg)

Know all men by these presents that I Nathaniel Townsend of the Republic aforesaid for and in consideration of the sum of seven Hundred Dollars for which Nicholas Whitehead has executed his promissory Notes in favor of John H Money and Nathaniel Townsend payable on the first of January next I do hereby grant bargain and sell unto the said Whitehead a certain part of Town Lot No 535 in the Town of San Felipe de Austin being the remaining half of the Lot on which the said Whiteheads store stands together with the improvements thereon and one twelve Hundred Gallon Cistern and I bind myself my heirs &c in the penal sum of One Thousand Dollars

7

Kent
10/3 206 + 245

1/22/1839

Chancy Shepard

329

No. 265.

Republic of Texas }
County of Austin }

Corporation of San Felipe De Austin

Know all men by these presents that in virtue of the facculties and powers confirmed upon this Corporation of the Town of San Felipe de Austin by the laws and by an Act of Congress of this Republic incorporating said Town & the Corporation of the Town of San Felipe de Austin having sold at public sale on the seventh day of January eighteen hundred and thirty nine to Chancey B Shepard, he being the highest and best bidder for the sum of Two hundred and seventy five Dolls and Twenty five cents the receipt of which is hereby acknowledged , to have been in conformity with the terms of said sale and by this act and instrument, bargain, selland convey by real and public sale to the said Chancey B Shepard his heirs and successors by way of succession right and perpetual alienation Six town lots being in said Town Known as Lots No. one hundred and forty seven, No. one hundred and forty six, No. Two hundred and six, No. Two hundred and Eleven, No. Two hundred and forty, and No. Two hundred and forty five, and the said Corporation, by this act, dispossesses it self, of said lots, giving to the said purchaser peaceable possession and a warrantee title deed to the said lots numbered as aforesaid, with all and singular the rights previledges & appertinances thereunto belonging that he may possess use enjoy sell alienate or or dispose of the same as a thing which is his own acquired by a just and legal title, In Testimony whereof we have hereunto signed this deed and delivered the same to the said purchaser Chancey B Shepard. Signed with the private seals of the Secretary and Mayor of said Corporation there being no seal of office. Signed sealed and delivered this day in presence of the subscribing witnesses. January 22nd 1839.

147, 146, 145
206, 211, 240
245

Witnesses

James Blair Mayor

J H Money

William B Gayle

Republic of Texas }

Secretary

County of Austin }

This day came & appeared before me the undersigned Deputy Clerk, James Blair & William B Gayle

whose names appear to the foregoing instrument & acknowledged that they signed the same for the purposes therein contained & expressed.

Given under my hand & seal of office at San Felipe May 26th A D 1842.

Filed & recorded May 26th 1842

A. Somervell Clerk C. Ct. C.

J Hillyard D. C.

pr J. Hillyard Deputy Clerk

329

lots 147/146
206/211
240/245

Parsmage
Kent
(206/245)
(Brenner)

11/20/1858

N. Don and to

J.A. Engelke

lots

573

ORIGINAL PAGE
NOT LEGIBLE

Records

1^o 478

1^o 478

this Thirtieth day of January, in the year of our Lord
One Thousand Eight Hundred and Fifty Eight

Witness
John T. Brady
Daniel J. Adams

Joseph Allen
Corbin Warwick
Trustees for the Va Co, by their Atty in fact
J. W. Lawrence
Peter C. Meiner
per J. W. Lawrence
Atty in fact

The State of Texas
Harris County

Before me Augustus C. Davis a Notary
Public in and for said County duly commis-
sioned and qualified, this day personally appeared Joseph
Allen & Corbin Warwick Trustees for the Va Company and
Peter C. Meiner by their Attorney in fact J. W. Lawrence, to
me well known, and acknowledged the execution of the Instru-
ment of writing on the first and second pages hereof as his and
their act and deed, for the purposes and consideration there-
in contained.

Given under my hand and seal at
office in Houston this 18th January A.D. 1858.
Augustus C. Davis
Notary Harris Co

Filed for Record on the 28th day of November 1858
A.D. 1858 & Recorded on the 9th day of December 3rd A.D. 1858
A.D. 1858. in the words "of Peter C. Meiner for himself" in 2nd line of
this record intimated in original

Augustus C. Davis
Notary Harris Co

Records

1^o 479

State of Texas
County of Travis

Know all men by these presents that
I, Nathaniel Townsend of the State
and County aforesaid for and in consideration of One
Hundred and forty Dollars to me in hand paid by J.
A. Engelke of Austin County, Texas, do hereby convey
to the said Engelke One Block of lots in the town of San
Felipe, County of Austin and State of Texas, numbered 142,
143, 144, 181, 182, 183 in accordance with the plan of said town
and being the same lots on which I resided prior to the Texas
Revolution. To have and to hold said lots and appurtenan-
ces unto the said Engelke his heirs and assigns forever hereby
warranting and defending the title to the same against
all persons whomsoever claiming the same by, through
or under me or my wife whereof I have been

lots 142-144
and 181-183

Rest
main lots

8574

ORIGINAL PAGE
NOT LEGIBLE

574
574

Records
No 479
Continued

set my hand and seal at the city of Austin
the 20th day of November A.D. 1858.

Wm. Townsend

State of Texas
County of Travis
Personally appeared before me Geo. W.
White, Notary public for said County of
State, William Townsend to me well known & acknowledged
that he executed the within Deeds for the purposes and considera-
tions therein stated, Witness my hand and official
Seal this 20 Nov 1858

L. S.
W. P. T. C.

Geo. W. White
Notary Public

Filed 20th day of Novem A.D. 1858 at 2 o'clock
P.M. & Recorded Dec 10 10 o'clock A.M. A.D. 1858.
Geo. Johnson Clerk to Austin Co.
Austin Texas

Record
No 480

State of Texas
County of Austin

Know all men by these presents, that
J. Christian Rudloff of the State and
County aforesaid, for and in consideration of the sum of One
Hundred and Ninety Three Dollars to me in hand paid by
Frederick Frentrup of the same State and County, the receipt
whereof is hereby acknowledged, have sold, released, and convey-
ed, and by these presents do sell, release, and convey unto the
said Frederick Frentrup a certain parcel of Land, being
a portion of a tract of Land deeded to me on the 23rd of July,
1857 by John Backs out of a League of Land originally grant-
ed to Wm. Sutherland, situated on the West bank of the West
fork of River Creek in Austin County, and said parcel of land
is more fully described by the following notes as follows: Begin-
ning at a stake in one of the N.E. corners of a tract of land
belonging to Frentrup, running thence with said Frentrup's line
S 43° E at 810 varas to the S.E. corner of a piece of land
belonging to Frentrup at 975 varas set a stake for the S.W.
corner; Thence S 23° W 880 varas to a stake on a branch; Thence
N 47° W 880 varas; Thence S 88° W 290 varas to the place of beginning
Containing in said limits 22 acres of Land, together with all and
singular the right, title, claim, and of whatsoever nature belonging
to the same or in any way appertaining thereunto, To Have and
to Hold all and singular the premises above mentioned unto the
said Frederick Frentrup his heirs or assigns forever, and
do hereby bind myself, my heirs, Executors, Administrators or
assigns, to warrant and forever defend all and singular
the said premises unto the said Frederick Frentrup his heirs

BLOCKS & LOTS - OLD TOWN SAN FELIPE

GRANTOR: J.A. Engelke + Frederica EngelkeGRANTEE: R.R. PennVOL./PAGE: H / p. 649DATE: 12/21/1859

183	142
182	143
181	144

NOTES:

Engelke to

Penn
1860

lots 142-144
lots 181-183

649

incident or appertaining, to have and to hold all and singular the premises above mentioned unto the said August Lindermann his heirs and assigns forever, and I do hereby bind myself my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the aforesaid August Lindermann his heirs and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof, through myself or any act whatever on my part or on the part of my heirs executors and administrators -

Witness my hand and seal this the 9th day of December A. D. Eighteen
Hundred and fifty four. '

Signed sealed and delivered Alfred Evans (seal)

in presence of

F Joseph Miller

The State of Texas

County of Austin

Before me Samuel A. Shelburne a Notary

Public in and for said County of Austin

personall_ appeared & Joseph Midler one of the subscribing witnesses to the foregoing deed or instrument of writing and to me well known bearing date December the 9th day A. D. Eighteen Hundred and fifty four and stated under oath that he saw Alfred Evans sign said instrument and that said Evans declared that ___ signed sealed and delivered the same for the purposes and considerations therein stated -

To certify to which I hereunto sign my name and attach the impress
of my official seal this 10th day of December A. D. 1859.

(L.S.)

Filed for Record at 4 P. M. January 7th A. D. 1860 and recorded at 1½ P. M. January 12th A. D. 1860. "August in the 5th line of this record is written over an erasure in original -

Geo. W. Johnson C C C A C

Z. W. Matthews Deputy.

(F A Engelling to R R Penn.)

Record No. 436.

State of Texas

County of Austin

Know all men by these presents that we F. A.

Engelke and Frederica Engelke of the State

and County aforesaid for and in consideration of eight hundred Dollars to me in hand paid also by a note for six good stock cows with calves delivered in the month of May 1860, by R. R. Penn of Austin County Texas, do hereby sell and convey to the said Penn one Block of lots and houses and other improvements on said Block in the town of San Felipe County of Austin and State of Texas numbered 142, 143, 144, 181, 182, 183 in accordance with the plan of said Town and being the same lots we bought and held by a deed from Nathaniel Townsend Austin, County of Travis, State of Texas.

Kent

650

to have and to hold the said lots and appurtenance_ unto the said
Penn his heirs and assigns forever, hereby warranting and defending
the title to the same against all persons whomsoever claiming the
same by, through or under us.

In witness whereof we have hereunto set our hand and scrawl for
seal at the town of San Felipe the 21st day of December A. D. 1859.

F. A. Engelke (L.S.)

Frederica Engelke (L.S.)

The State of Texas)

County of Austin)

Before me, Ernst Kleberg, a Notary Public in
Austin County personally appeared this day

F. A. Engelke and his wife Frederika Engelke of San Felipe in this
County of Austin, known to me as the party who had signed the foregoing
conveyance, dated the 21st day of Decbr. 1859 in favor of R. R. Penn and
declared the said conveyance to be their act and deed, and that they
had signed, sealed & delivered the same for the uses and considerations
therein contained & expressed. And the said Frederica on a private examina-
tion separate from her said husband, having the consequences of said con-
veyance & her rights fully explained to her by me, furthermore acknowledged
that she had signed sealed & delivered the said conveyance freely and
voluntarily without fear or compulsion and that she wished not to re-
tract it.

In testimony whereof I sign hereto my name & impress my notarial seal
on the 21st day of December 1859.

(L.S.) Ernst Kleberg Not. Publ. A. C.
No. 404

Filed for Record at 9 A. M. January 9th A. D. 1860 and recorded at 2½ P. M.
January 12th A. D. 1860.

Geo. W. Johnson C C C. A. C.

Z. W. Matthews Deputy.

(A Groesbeck to D H Paige.)

Record No. 437.

The State of Texas)

County of Harris)

Know all men by these presents, that I Abraham
Groesbeck of the County of Harris & State of Texas,

in consideration of the sum of one Thousand one hundred & seven dollars to
me paid by David H. Paige of the City County & State of New York, the
receipt whereof is hereby acknowledged have this day granted bargained,
sold & quit claimed, & do hereby grant, bargain, sell, convey & quit claim
to him the said D. H. Paige his heirs & assigns, an undivided one half of
the following described land to wit: on the east side of the Brazos River,
and joining on the east side of the Justo Liendo Hacienda survey and more

BLOCKS & LOTS - OLD TOWN SAN FELIPE

GRANTOR: R.R. Penn & Sarah PennGRANTEE: John W. AllenVOL./PAGE: Q / p. 126DATE: 12/29/1868

183	142
182	143
181	144

NOTES:

R. L. Penn
+ Sarah Penn
to
John W. Allen
1868

lots: 142, 143, 144
181, 182, 183

126

Record of 115
Continued

Sept. 1871

P. D. McKay
Hattie F. McKay

The State of Texas } Before me H. S. Knight a Notary Public in
County of Austin } and for the County of Austin This day personally
appeared P. D. McKay and Hattie F. McKay
husband & wife to me known as the parties whose names are signed to
the above and foregoing Deed or instrument of writing and who
acknowledged to me that they signed sealed, and delivered the same
for all the purposes and considerations therein expressed and contained
And the said Hattie F. McKay having been in due examined
privately and apart from her said husband touching said Deed or
instrument of writing and having had the same read and
fully explained to her declared that she fully understood it and
that she signed the same of her own free will and accord
without any compulsion whatever on the part of any one, and
that she did not wish to retract.

(Seal)

In testimony whereof I hereunto sign my name
and affix the impress of my Official Seal
at Austin in Comptown Texas the 29th day
of April A.D. 1871.

H. S. Knight Notary Public Austin Tex.

Filed for record Sept. 28th 1871 at 4 o'clock P.M. and recorded
at 3.20 o'clock P.M. Sept. 28th 1871.

Thos Chapman Clerk

Page 116
R. L. Penn & Wife
to
J. W. Allen
John W. Allen

50 Cent Revenue Stamp attached

The State of Texas }
County of Austin } Know all men by these presents that we
R. L. Penn and Sarah E. Penn of the State
and County aforesaid for and in consideration of the sum of
four hundred dollars (in gold) to us in hand paid the receipt
of which is hereby acknowledged, have bargained, sold and
conveyed unto John W. Allen his heirs and assigns forever,
a block of lots in the town of San Felipe Austin County
State of Texas numbered as follows 142, 143, 144, 181, 182, and
183, in accordance with the plan of said town, together
with all the improvements upon said lots and the
appurtenances belonging or appertaining to the entire
place. To have and to hold said premises with their
appurtenances unto the said John W. Allen his heirs
and assigns forever. And we do bind ourselves, our
heirs executors and administrators, unto the said
John W. Allen his heirs, executors administrators &
assigns, said premises forever to defend & maintain
against all lawful adverse claimants whatsoever.

Witness our hands and seals for seal on this
the 29th day of December A.D. 1868.

R. L. Penn
Sarah E. Penn

The State of Texas } Before me J. G. Eidman Notary
County of Austin } Public within and for the aforesaid
County & State this day personally
appeared R. L. Penn to me well known who signed the
Deed or instrument of writing on reverse side of this

Kent

595

585

Filed for record at 11 o'clock A.M. April 2nd 1877 and recorded at 2 o'clock P.M. April 26th 1877

J. M. Matthews Clerk C.C., &c.

Record No.
586

J. J. Josey

D. } Deed

D. S. Renshaw

The State of Texas }
County of Austin } Know all men by these presents that I J. J. Josey of said County of Austin in consideration of the sum of Two hundred and thirty Eight dollars and forty two cents gold to be to me paid by D. S. Renshaw of the County aforesaid on or before the first day of January 1878, with interest at the rate of ten per cent per annum from the first day of January 1877 until paid for which the said D. S. Renshaw has this day executed his note payable to the order of J. J. Josey who retains the vendors lien on the premises hereinafter described to secure said payment of said purchase money, do by these presents grant, bargain, sell, and convey unto the said D. S. Renshaw his heirs, and assigns, all that tract or parcel of land lying in the said County of Austin, being a part of Laborers 607 below the town tract of the town of San Felipe on the west side of the Brazos river, originally granted to Thomas Westcott, described as follows, to wit: Beginning at the west corner of said Laborers, thence south 45° E. ninety five varas with the south west boundary of said Laborers, thence N. 45° E. two thousand one hundred and eighty varas to the Brazos river, thence up said river with its meanders to the north corner of said Laborers, thence S. 45° W. two thousand one hundred and eighty varas with the north west line of said Westcott Laborers to the place of beginning. Containing about six and sixty eight hundredths acres, being that part of said Laborers on which said D. S. Renshaw has improvements, together with all and singular the right members, and appurtenances to the same in any manner belonging. To have and to hold unto the said D. S. Renshaw, his heirs, and assigns forever in fee simple. And I the said J. J. Josey will, and my heirs, executors, and administrators shall the right and title of said property to the said D. S. Renshaw, his heirs, and assigns, forever warrant and defend, against the claim of ourselves, or the lawful claim of any persons or persons whatever.

Witness my hand this 19th day of February A.D. 1877

J. J. Josey

The State of Texas }
County of Austin } Before me A. M. McKinney, a Notary Public in and for the said County of Austin, personally came J. J. Josey, to me well known, by whom the foregoing deed bearing even date herewith, appears to have been executed, and acknowledge that he executed the same for the consideration and purposes therein stated.

To all of which I certify by hereat setting my hand officially, with the Seal of my office this 19th day of February A.D. 1877.

A. M. McKinney Notary Public Austin County

Filed for record at 11 o'clock A.M. April 2nd 1877 and recorded at 3 o'clock P.M. April 26th 1877

J. M. Matthews Clerk

Record No.
587

J. W. Thornton

D. } Deed

A. H. Meyer

\$256.⁰⁰ - On or before the first day of October A.D. 1877 I promise to pay to the order of A. H. Meyer the sum of two hundred and fifty six dollars and eighty eight cents, with ten per cent interest per annum after maturity value received - March 31st 1877

J. W. Thornton

The State of Texas }
County of Austin } Know all men by these presents that I J. W. Thornton for and

BLOCKS & LOTS - OLD TOWN SAN FELIPE

GRANTOR: SF.dA Corp.
GRANTEE: John W. Allen
VOL./PAGE: Vol. 11 / p. 143
DATE: 1/5/1876

252	199
251	200
250	201

186	139
185	140
184	141

NOTES:

S.O. Eidman

Exhibit 3, pg 63 of 143

11/8/1873

John W. Allen

401

Record 320
Continued

for & within the County and State aforesaid this day personally came Christian Dettmar & Dorothea Dettmar Husband & Wife to me well known & acknowledged to me severally that they had Executed signed sealed & delivered the above and foregoing Deed or Instrument of Writing for all the purposes and Considerations therein contained & Expressed. And the said Dorothea Dettmar Wife as aforesaid being examined by me privily and apart from her said Husband & after having read and fully Explained to her said Deed. She the said Dorothea Dettmar declared to me that she had Executed the same as her voluntary act and Deed without any force or coercion on the part of her said Husband or any other person & wished not to retract it.



In Testimony whereof I hereunto sign my Name & affix the impress of my Official Seal this the 25th Day of October A.D. 1873

Shen McCasner

Notary Public A.C.

Filed for Record at 5 o'clock P.M. December 27 A.D. 1873.
Recorded at 11 o'clock A.M. January 10th 1874

J. W. Matthews

Clerk D. Co. A.C.

Record 321

S.O. Eidman

To { Deed.

John W. Allen

The State of Texas } Know all men by these presents that I
County of Austin } S.O. Eidman of the State & County aforesaid
for and in Consideration of the sum of Forty Dollars. the receipt of which is hereby acknowledged have bargained, sold, released and conveyed and by these presents do bargain, sell, quit claim and convey all my right Title & claim unto John W. Allen in the following Lots of land they being a part of the Town Tract of San Felipe and designated on the Map of said Town as in lots 202 Two hundred & Two (202) Two hundred & three (203) Two hundred & forty seven (247). Two hundred & forty eight (248) Two hundred & forty nine (249) Two hundred & sixty eight (268) Two hundred & sixty nine (269) Two hundred & seventy (270) Three hundred & thirteen (313). Three hundred and fourteen (314) & three hundred & fifteen (315) Together with all and singular the rights, members, tenements and appurtenances to the same belonging or in anywise incident or appertaining. To have and to hold all and singular the Premises above mentioned unto the said John W. Allen his Heirs and assigns forever. And I bind myself my heirs, Executors and Administrators to warrant & forever defend the said Premises unto the said John W. Allen his Heirs and assigns against every person whomsoever. lawfully claiming or to claim the same by, through or under me.

In Testimony of which I hereunto set my Name & seal, using scroll for seal this the 8th of November A.D. 1873.

Witness

S.O. Eidman Seal

313-315

10/3 202-209 (202-203)

247-248-249

248-270

* out 204 *

Cent

402

Record No. 321

Continued.

The State of Texas }
County of Austin } Be it known that on this day before
me A. McKimney Notary Public in and
for said County, personally appeared S. O. Eidman, who acknow-
ledged that he executed the foregoing Deed of conveyance
for the Considerations & purposes therein set forth.

(Seal)

To certify which I hereunto sign my name
and affix my seal at office in San Felipe
this 8th Day of November A.D. 1873.

A. McKimney, Notary Public A.O.

Filed for Record at 5 o'clock P.M. December 27th A.D. 1873.

Recorded at 12 o'clock A.M. January 10th 1874

J. W. Matthews
Clerk, D. C. & C.

Record No. 322

J. S. Ross

To } Deed.

S. O. & F. G. Eidman

State of Texas }
County of Austin } Know all Men by these presents that I,
G. S. Ross of the State and County aforesaid
for and in Consideration of the sum of Ten Dollars to me
paid by S. O. & F. G. Eidman also of the aforesaid State and
County the receipt of which is hereby acknowledged have, bargained
sold and conveyed and by these presents do bargain, sell,
quit claim, and release unto said S. O. & F. G. Eidman all
my right Title, Claim & interest, in the following lots of land
they being a part of the Town Tract of San Felipe designated
on the Map of said Town by the following numbers viz
the lots No. Seventy nine (79), Eighty (80) and Eighty one
(81) Together with all and singular the improvements, hereditaments
and appurtenances to the same belonging or in anywise incident
or appertaining.

To have and to hold all and singular the Premises above
mentioned unto the said S. O. & F. G. Eidman their Heirs and
Assigns forever and I bind myself my Heirs, Executors and
Administrators to warrant & forever defend the said Premises
unto the said S. O. & F. G. Eidman, their Heirs and assigns against
Every Person whomsoever lawfully claiming or to claim
the same by through or under me.

In Testimony of which I hereunto set my hand and seal
using same for seal this 1st January A.D. 1873.

G. S. Ross. (Seal)

The State of Texas }
County of Austin } Be it known that on this day before me
A. McKimney Notary Public in and for said County of Austin
personally appeared G. S. Ross and declared that he executed
the foregoing Deed of conveyance for the Considerations & purposes
therein set forth.

(Seal)

To certify which I hereunto sign my name
and affix my seal at office in San
Felipe this 9th Day of October A.D. 1873.

A. McKimney,

Notary Public &c

SFda to

John Allen

1876

not 144 lot.

143

Record No
119.

Edmund Ward
To: Lien.

Koch & Kopsich

The State of Texas }
County of Austin }
Know all men by these presents that J. Edmund
Ward of said County & State in Consideration
of Five dollars to me in hand paid by Koch & Kopsich also of the said
County and State, the receipt of which is hereby acknowledged have
bargained and sold by these presents do bargain & sell unto the said
Koch & Kopsich its first Bale of Cotton weighing not less than 500 lb
raised and gathered this present year 1876 on my farm about 6 miles
West of Bellville in the forks of Mill Creek to be by me delivered to Koch &
Kopsich at Bellville, as soon as the same can be gathered & prepared
for market. This sale is made upon condition however that I shall well
& truly pay or cause to be paid to the said Koch & Kopsich their Bill of
Advances, Merchandise and supplies to be made & furnished to me by
said Koch & Kopsich to the amount of Forty Gold Dollars or less as my
necessities require, and to enable me to raise said Cotton during this
the year 1876, then this instrument shall be null & void, otherwise
to remain in full force and effect.

Witness my hand this 11 day of March A.D.
1876. Edmund Ward.

The State of Texas }
County of Austin }
Before me J. W. Matthews Clerk of the District
Court within and for the County and State
aforesaid, this day personally came and appeared Edmund Ward to
me well known, who acknowledged that he had executed and
delivered the above foregoing Lien on Bale of Cotton, or instrument
of writing for all the purposes & considerations therein contained and
expressed.
In testimony whereof I hereunto sign my name
and affix the impress of the seal of said Court
at Office in Bellville March 11th 1876
J. W. Matthews, Clerk.

Filed for Record at 5 o'clock P.M. March 11th 1876.

Recorded at 8 1/2 o'clock A.M. March 13th 1876.

J. W. Matthews Clerk
Ed Thomas Deputy

Record No
120.

Corporations of
San Felipe.

To: Meeh

John M. Allen

The State of Texas

Know all men by these presents that the Corporation of
San Felipe, of Austin Co. Texas for and in consideration of the sum of
One hundred dollars to them paid by J. W. Allen, the receipt of which
is hereby acknowledged, have granted bargained sold and released
and by these presents do grant bargain sell and release unto the said
J. W. Allen, the following described lots of land embraced in the Town
tract of San Felipe to the map of which reference is made for a more
particular description of said lots viz - In Lot No. (139) One hundred &
thirty nine, (140) One hundred forty, (141) One hundred forty one, (142)
One hundred & eighty four, (143) One hundred & eighty five, (144) One hundred
& eighty six, (145) One hundred & eighty seven, (146) Two hundred, (147)
Two hundred & one, (148) Two hundred & fifty, (149) Two hundred &
fifty one, and (150) Two hundred & fifty two, constituting two blocks
of the lots together with all and singular the right, tenements, heredi-
aments & appurtenances to the same belonging, & in any wise in-
or appertaining.

Rent

44

120

To have and to hold, all and singular the premises above men-
tioned unto the said J M Allen, heirs and assigns forever we do hereby
bind said Corporation Executors & Administrators to warrant and forever
defend all and singular the said premises unto the said J M Allen heirs
and assigns, against every person whomsoever, lawfully claiming
or to claim the same or any part thereof by through or under said
Corporation after the date of this instrument.

In Witness whereof by Order of the Council of said Corpo-
ration I have hereunto signed my name Officially, this 5 day
of Jan A.D. 1876

W.P. Jacey
J. J. Jacey

J. P. Ross.
Secy Corp San Felipe

The State of Texas,
Austin County.

Before me A Mc Kinney a Notary Public of
the County of Austin in the State of Texas duly
Commissioned and qualified, this day came & personally appeared
J J Jacey of the County aforesaid to me personally known who on
his oath says that he signed the foregoing deed as a Witness at the
request of J. P. Ross Secretary of the Corporation of San Felipe
who declared to said Witness that he said Secretary acknowledged the
Execution of the foregoing deed dated the 5 day of January A.D. 1876,
and delivered the same as his binding act and deed, for the pur-
pose and consideration herein set forth and contained.

Seal.

Given under my hand and official seal, at
my Office in San Felipe this 15 day of January
A.D. One thousand eight hundred & seventy six
A. Mc Kinney N.P.N.

Filed for Record March 13th 1876 at 11 o'clock A.M.
Recorded March 13th 1876 at 12 o'clock M.

J. M. Matthews Secy
P. R. Thomas Sptg

Record of A.

121

Carl Christian

Deed.

Carl Christian

The State of Texas,
County of Austin
Whereas Ernst Friedrich Pasternak deceased late
of the County and State aforesaid, made his
last will and testament in writing bearing date the 26 day of February
A.D. 1874, thereby giving, devising and bequeathing to each of his
two sons Charles Pasternak & Gustav Pasternak being his only heirs, the
sum of four hundred and fifty dollars, and all the rest & residue
of his Estate he gave and bequeathed to his Son Gustav Pasternak,
and whereas the said Charles and Gustav Pasternak have mutually
agreed to divide the Estate of their deceased Father, as by him dis-
posed: now therefore,

Know all men by these presents that I Charles Pasternak of the
County & State aforesaid for and in Consideration of the sum of Four hun-
dred & fifty dollars to me in hand paid by Gustav Pasternak, also of the
aforesaid County and State, the receipt whereof I hereby acknowledge
and I hereby do thereof acquit and forever discharge the said Gustav Pas-
ternak his heirs and assigns I have remised released & forever quit claimed
and by these presents do remise release and forever quit claimed unto the
said Gustav Pasternak, and to his heirs and assigns all my right, title, interest
claim and demand, whatsoever in law or equity or otherwise howsoever
of, in or to all the Estate real personal or mixed, of which the said

In witness whereof I have hereunto signed my name
this 26 day of May A.D. 1876
Working before John P. Ross, Notary Public, A.D.
on May 12th 1876 requesting the property
mentioned in this deed, is attached to said
deed or return

done

BLOCKS & LOTS - OLD TOWN SAN FELIPE

GRANTOR:

John W. Allen

GRANTEE:

O. G. Cannon

VOL./PAGE:

W / p. 248-249

DATE:

4/12/1879

252	199
251	200
250	201

186	139
185	140
184	141

315	268
314	269
313	270

249	202
248	203
247	204

183	142
182	143
181	

not 144

NOTES:

John W. Allen
to
O. G. Cannon

4/12/1879

248

221

The State of Texas }
County of Austin }

Before me, E. W. Bowler J.P. & Co. officio Notary Public in and for said County and state, this day personally appeared R. P. Jorey and his wife Martha E. Jorey both of whom are to me well known, and severally acknowledged to me that they had signed and delivered the foregoing and attached deed bearing date the 26th day of May A.D. 1879 for all the purposes and considerations therein stated.

And the said Martha E. Jorey being examined by me, privily and apart from her husband and having said deed fully explained to her by me, she, the said Martha E. Jorey acknowledged the same to be her act and deed, and declared to me that she had freely and willingly signed and delivered the same, and that she wished not to retract it.

Do certify, which I herewith sign my name and affix my official seal at San Felipe this 26th day of May A.D. 1879.

E. W. Bowler J.P. and Notary Public a.c.

Filed for record at 5 o'clock P.M. July 22^d 1879 and recorded at 3 o'clock P.M. August 5th 1879.

J. M. Cotton Clark C.E.C.

Record No.

State of Texas }
County of Austin }

222

W. Allen

To: Said

O. G. Cannon

Know all men by these presents that I John W. Allen of the State and County aforesaid for and in consideration of \$4000 Four Hundred dollars, cash to me in hand by O. G. Cannon the receipt of which is hereby acknowledged unto the said O. G. Cannon of the aforesaid State and County, have bargained, sold, conveyed, and by these presents do bargain, sell, release and convey unto the said O. G. Cannon the following property in the town of San Felipe Santa Fe de El Norte in lots No. (142) one forty two, (143) one forty three, (181) one eighty one (182) one eighty two, (183) one eighty three, also in lots (202) Two hundred and two, (203) Two hundred and three, (204) Two hundred and four - (247) Two hundred and forty seven (248) two hundred and forty eight (249) Two hundred and forty nine, (268) Two sixty eight (269) two sixty nine (270) Two seventy, (313) Three thirteen (314) Three fourteen, (315) Three fifteen (139) one thirty nine (140) one forty (141) one forty one (184) one eighty four (185) one eighty five (186) one eighty six (197) one ninety nine (200) Two hundred (201) Two hundred and one (250) Two fifty, (251) Two fifty one (252) Two fifty two -

Together with all and singular the rights, franchises and appurtenances to the same belonging, or in any wise incident or pertaining thereto, I have and to hold all and singular the premises herein set forth unto the said O. G. Cannon his heirs and assigns forever and I do bind myself my heirs, executors and administrators to warrant and defend the title to the aforesaid in lots No (142) one forty two (143) one forty three (181) one eighty one, (182) one eighty two, and (183) one eighty three, against every person whomsoever, lawfully, claiming, or to claim the same or any part thereof and I quit claim all my right, title and claim in and to, to the above in lots not warranted, No (202) Two hundred and two (203) Two hundred and three, (204) Two hundred and four (247) Two hundred and forty seven, (248) Two hundred and forty eight (249) Two forty nine, (268) Two sixty eight (269) Two sixty nine (270) Two seventy, (313) Three thirteen (314) Three fourteen, (315) Three fifteen (139) one thirty nine, (140) one forty (141) one forty one (184) one eighty four, (185) one eighty five

Kent

222

(186) One eighty six (199) one ninety nine (200) Two hundred (201) two hundred and one (250) two fifty (251) two fifty one (252) two fifty two, against any person claiming the same through or under me.

In testimony whereof I hereunto sign my name, and affix seal for seal this the 12 day of April A.D. 1879

John W. Allen (Seal)

The State of Texas }
Austin County }

Before me J. W. Fowler Justice of the Peace and ex officio a Notary Public in and for the state and county aforesaid personally came John W. Allen, by whom the foregoing deed bearing date of the 12th day of April A.D. 1879 appears to have been executed, and acknowledges and states to me that he had executed the same for the consideration and purposes therein stated, said John W. Allen is to me personally well known.

Do certify, which I have hereunto set my hand officially and my Notarial Seal this 12th day of April A.D. 1879.

J. W. Fowler

Notary Public Austin County

Filed for record at 5 o'clock P.M. July 22^d 1879 and recorded at 5 o'clock P.M. August 5th 1879.

J. W. Fowler chas. c. c. c.

Record No. 223

State of Texas }
Austin County }

Johanna & wife }
do }
Gustav Segar }

Know all men by these presents, that we Julius Schornert and Elizabeth Schornert, husband & wife & citizens of said County & State, for & in consideration of the sum of One hundred & thirty three ³³/₁₀₀ dollars, cash to us in hand paid by Gustav Segar, the receipt of which is hereby fully acknowledged, have granted, bargained, sold, released & conveyed & by these presents do grant, bargain, sell, release & convey unto said Gustav Segar all our right, title, interest & claim in the hereinafter described tract or parcel of land, said interest being one eighth (¹/₈) interest of said Elizabeth Schornert as heir at law of the Estate of Mrs. Johanna Segar now deceased said land being described as follows to wit: One hundred & sixty acres out of the Thomas Bell League in said County, about three miles east from Bellville on Piney Creek, the same land conveyed by deed of date Sept. 13th 1850 by Thomas Buchanan to Mrs. Johanna Marheineke, recorded in book 20 of deeds of said County pages 198 & 199 it also being the Homestead of the said Mrs. Johanna & Gustav Segar -

Beginning at a stake set in the League line as the N. W. corner of this survey & the S. W. corner of a tract belonging to the estate of Dr. Purchard, thence S. 25° W. with the west line of the League 1640 Varas to a stake on the North bank of Piney Creek, from which a beam marked X bears S 15° E. 8 Varas & another beam marked U bears S. 20° W. 7 Varas, thence S. 65° E. 550 Varas to a stake, thence N. 25° E. 1640 Varas to a stake, thence N. 65° W. 550 Varas to the place of beginning containing one hundred & sixty (160) acres of land, the said ¹/₈ interest herein conveyed being twenty acres or ¹/₈ of said tract of

BLOCKS & LOTS - OLD TOWN SAN FELIPE

GRANTOR: O. J. Cannon & W. W. CannonGRANTEE: John E. RobertsonVOL./PAGE: V. X, p. 327-328DATE: 12/22/1880

252	199
251	200
250	201

186	139
185	140
184	141

315	268
314	269
313	270

249	202
248	203
247	204

183	142
182	143
181	

← not 144

NOTES:

References "large field & unfenced ^{land} ~~land~~" (no access to those
 → 7/1/1881) on p. 328

O.G. & W.W. Cannon to John E. Robertson

[illegible]

12/22/80

O.G. Cannon
J.E. Robertson

"all lots" except 144

327

291

of beginning, containing fifty acres of land more or less. The vendors here being reserved to secure the payment of the above notes. Together with all all and singular the rights, members, improvements, hereditaments and appurtenances to the same belonging, or in anywise incident or appertaining To have and to hold, all and singular, the premises above mentioned unto the said J. F. Rouns his heirs and assigns, forever, and we do hereby bind ourselves our heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said J. F. Rouns his heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

Witness our hands at Comptons this 2^d day of December A.D. 1880
J. F. Rouns }
J. W. Wacey }
N. W. Murray Seal
S. A. Murray Seal

The State of Texas }
County of Austin } Reford and J. W. Wacey, Clerk of the County Court in and for said County, personally appeared Nathan W. Murray and S. A. Murray wife of the said Nathan W. Murray known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same, for the purposes and consideration therein expressed.

And the said S. A. Murray, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said S. A. Murray acknowledged such instrument such instrument to be her act and deed, and declared that she had willingly signed the same, for the purposes and consideration therein expressed, and that she did not wish to retract it.

(Seal) Given under my hand and seal of office, this 18th day of December 1880
J. W. Wacey Clerk C.C. & C.

Filed for record January 3^d 1881 at 10:30 o'clock am and recorded at 4:00 o'clock PM February 21st 1881 - Six words erased in the original.

J. W. Wacey Clerk C.C. & C.

Record No.

292

The State of Texas }
County of Austin } Known all men by these — that we O. G. Cannon and W. W. Cannon, husband and wife of said Austin County and state of Texas, for and in consideration of four hundred and fifty dollars — Four hundred dollars thereof paid to us, cash in hand, by John E. Robertson, and for the remaining fifty dollars of which the said John E. Robertson hath executed to us his promissory note of even date herewith, payable on or by the first day of January A.D. 1882 to bear interest at the rate of ten per cent per annum, till paid, have this day granted, bargained, sold and conveyed, and by these presents do grant, bargain, release and convey unto the said John E. Robertson of the state and County aforesaid, his heirs and assigns forever, the following described premises, to wit:

Kent

O. G. Cannon

to

J. E. Robinson

1880

328

297 Situate in the town of San Felipe, in Austin County and state of Texas, and represented on the plan of said town as in lots Nos. 142 (one hundred and forty two) 143 (one hundred and forty three) 181 (one hundred and eighty one) 182 (one hundred and eighty two) 183 (one hundred and eighty three) 202 (two hundred and two) 203 (two hundred and three) 204 (two hundred and four) 247 (two hundred and forty seven) 248 (two hundred and forty eight) 249 (two hundred and forty nine) 268 (two hundred and sixty eight) 269 (two hundred and sixty nine) 270 (two hundred and seventy) 313 (three hundred and thirteen) 314 (three hundred and fourteen) 315 (three hundred and fifteen) 139 (one hundred and thirty nine) 140 (one hundred and forty) 141 (one hundred and forty one) 184 (one hundred and eighty four) 185 (one hundred and eighty five) 186 (one hundred and eighty six) 199 (one hundred and ninety nine) 200 (two hundred) 201 (two hundred and one) 250 (two hundred and fifty) 251 (two hundred and fifty one) 252 (two hundred and fifty two).

Do have and do hold unto him the said John E. Robertson, his heirs and assigns forever, together with all and singular the improvements, hereditaments and appurtenances, thereto belonging or in anywise incident or appertaining except that we are to have the use and possession of all the buildings and enclosures thereon, but the large field and unfenced land, till the first day of July A.D. 1881 - and we do hereby bind our heirs, executors and administrators to warrant and forever defend the said premises unto the said John E. Robertson, his heirs or assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof. Witness our hands, this 22^d day of December A.D. 1880

O. G. Cannon

W. M. Cannon

The State of Texas }
County of Austin }

Before me J. M. Bowles, a Justice of the Peace and Ex officio Notary Public in and for said Austin County on this day personally appeared O. G. Cannon and his wife W. M. Cannon both to me well known to be the persons whose names are subscribed to the foregoing deed bearing even date herewith, and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed.

And the said W. M. Cannon being by me examined privately and apart from her husband aforesaid, and having said instrument fully explained to her, she, the said W. M. Cannon, acknowledged the same to be her act and deed, and declared to me that she willingly signed the same for the purposes and consideration therein expressed -

Given under my hand and official seal, at my office in the town of (Seal) San Felipe on this the 22^d day of December A.D. 1880

J. M. Bowles

Notary Public of Austin County Texas

Filed for record at 10:30 o'clock A.M. January 3^d 1881 and recorded at 6:00 o'clock

Per February 21st 1881

J. M. Bowles

Clerk of Court

unfenced land

11/5/1886

Quitclaim

J. E. Robertson to SF&AC.

South 1/2 of lots 313-315

282

170. The State of Texas }
County of Austin }
Know all men by these presents that
J. E. Robertson }
of the sum of Forty Eight (\$48.00) Dollars Cash in hand
to the receipt whereof is hereby acknowledged have this day
bargained sold & released and conveyed and by these presents
do bargain sell release and convey unto the Corporation of
San Felipe of the said J. E. Robertson the following described parcel
of land known and described on the map of said town as in
lots Nos 366, 365, 364, 349, 350 & 351 - To have and to hold
all & singular the right title land & tenements and appur-
tenances to the same belonging or in any way incident thereto
unto the said Corporation of San Felipe binds himself by these
presents to warrant and defend the title to the above mentioned
lots against the claim or claims of any person claiming the
same or any part thereof, by or through said J. E. Robertson.
In testimony of which J. E. Robertson do hereunto sign my
name this 23rd day of September A.D. 1885.
J. E. Robertson

The State of Texas }
County of Austin }
Before me J. N. Ross Notary Public in
and for Austin County personally
appeared J. E. Robertson known to me to be the person whose signature
is signed to the foregoing instrument and acknowledged to
me that he executed the same for the purposes and
considerations therein expressed.
I then my hand and seal of office this 27th
day of Oct. 1885.
J. N. Ross N.P. &c.

Filed for record at 12:00 o'clock P.M. February 20th 1886 and
recorded at 1:00 o'clock P.M. March 8th 1886.

J. M. Matthews Clerk

171. The State of Texas }
County of Austin }
Know all men by these presents that J. E.
Robertson of the State of Texas & Austin County
have for & in consideration of the sum of twenty five dollars
\$25.00 Cash to me in hand paid by the Corporation of San
Felipe the receipt of which is hereby acknowledged, granted
released & quit claim unto the said Corporation the following
land to wit the south half of all lots of the following

Kent (H. 10)

J/283

28

171

Numbers 313, 314, 315, the same to have & to hold unto the said Corporation & to keep bind my self jointly & severally to warrant & forever defend said premises unto the said Corporation against every person lawfully claiming or to claim the same or any part thereof through or under me.

Witness my hand writing & seal for seal this 5 day of Jan. 1886
J. E. Robertson. (S)

The State of Texas }
County of Austin }

Before me J. D. Ross a Notary Public in and for said County, personally appeared J. E. Robertson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Witness my hand and seal of office this 5 day of Jan. 1886.

J. D. Ross N.P. &c.

Filed for record at 12:00 o'clock on February 20th 1886 and recorded at 9:00 o'clock on March 8th 1886. — Commissioner of Public Lands
J. M. McKeen Clerk

No 172

The State of Texas }
County of McLennan }

J. E. McGee

Know all men by these presents that J. E. McGee of the County of McLennan State of Texas for and in consideration of the sum of two thousand

J. D. Herring

dollars to me in hand paid by Andrew Herring of the County of Austin State of Texas the receipt of which is hereby acknowledged have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey, unto the said Andrew Herring his heirs and assigns all that piece or parcel of land, situate, lying and being in the County of Austin State of Texas, a part of the San Antonio River, and described as follows: situated on the western side of Cedar & Dogwood Creeks tributaries of West Middle Creek. Beginning at the corner of Dogwood Creek a corner of a survey made for J. E. Whalley (now Peter McKee's son) with a Mulberry marked A; and a spruce oak marked X, also a Box Elder marked X thence with Peter McKee's line south 45 East 926 varas to a stake a corner on Dogwood Creek, with a Post oak bearing S. 11 W. 2 vs. dist. 100. Thence S 42 West with J. E. McGee's line, 269 20 to a stake, his corner, with a Black Jack marked B bears N. 27 1/2 E. 9 1/2 vs. dist. also a Post Oak bears S. 70 1/2 W. 6 1/2 vs. dist. thence A thence S. 48 E 822 vs. a stake on the said J. E. McGee's line, a corner of the same

8/24/1918

Clinton Ford

"all lots" except 144 54/17

17

(15.)

for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 24 day of August, 1917.

(Seal)

Jas. G. Scott Notary Public, Hill Co. Texas.

Filed for record at 8:00 o'clock A.M., September 2nd., A.D., 1918, and recorded at 11:45 o'clock A.M., September 6th., A.D., 1918. *Ed. Batla*, Clerk Co. Court, Austin Co., Texas.

(16. Deed. Kate Robertson, et al., to Clinton Ford.)

(\$1.50 revenue stamps attached and cancelled.)

The State of Texas,)

County of Austin)

Know all Men by these Presents: That we, Mrs. Katheryne Robertson, a feme sole, and daughter, Miss Willie Fay Robertson, a feme sole, residents of the County of Austin State of Texas for and in consideration of the sum of One Thousand Two Hundred and no/100 Dollars, to us in hand paid by Clinton Ford as follows, to-wit:- The sum of One Thousand Two Hundred Dollars cash in hand paid, the receipt whereof is hereby fully acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Clinton Ford of the County of Austin State of Texas all that certain Lots of land as follows, to-wit: Lots Nos. 142, 143, 181, 182, 183, 202, 203, 204, 247, 248, 249, 268, 269, 270, 139, 140, 141, 184, 185, 186, 199, 200, 201, 250, 251 and 252 of the San Felipe Town as shown upon the map of the plan of the said town, all in Austin County, Texas. Being the same property and premises set apart to said Mrs. Katheryne Robertson, and daughter, Willie Fay Robertson, by decree of the Austin County District Court, June 26th, A.D. 1901, and of record in Vol. L pages 84-85-86-87 and 88, in cause No. 3845 upon the docket of the said Court, to which reference is here made for further designation and description of said several lots. To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Clinton Ford, his heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Clinton Ford, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

Witness our hands at Sealy, Texas this 26th day of August A.D. 1918.

Witnesses at Request of Grantor

(signed) Katheryne Robertson

Willie Fay Robertson

The State of Texas,)

County of Austin)

Before me, the undersigned authority, a Notary Public in and for Austin County, Texas, on this day personally appeared Mrs. Katheryne Robertson and Miss Willie Fay Robertson known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 26th day of August A.D. 1918.

(Seal) 1537

C. C. Glenn Notary Public, Austin County, Texas.

Filed for record at 8:00 o'clock A.M., September 2nd A.D., 1918, and recorded at 2:00 o'clock P.M., September 16th., A.D., 1918.

Ed. Batla, Clerk Co. Court, Austin Co., Texas.

1/2-17

magruder.

Magruder
61 + 144

9/30/1918

457

(411).

same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 23 day of Dec. A. D. 1918.

(seal) Jno. C. Matejka, Notary Public, Austin Co. Tex.

The State of Texas,)

County of Austin.) Before me, Jno. C. Matejka a Notary Public in and for Austin County, Texas, on this day personally appeared Chas. Hranicky and Mary Hranicky his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed and the said Mary Hranicky wife of the said Chas. Hranicky having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary Hranicky acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 23 day of Dec. A. D. 1918.

(seal) Jno. C. Matejka, Notary Public, Austin Co. Tex.

Filed for record this 27 day of Jan. A. D. 1919 at 1:30 o'clock P.M., and recorded at 2:15 o'clock P.M. Jan. 28th, A. D. 1919, *Ed. Little* Clerk, C.C.A.C.T. By *Emma E. Quinn* Deputy.

(412. Deed. F. B. Magruder to Clinton Fort.)

The State of Texas,)

County of Tarrant.) Know All Men by These Presents: That I, F. B. Magruder, a single man, of the County of Tarrant State of Texas, in consideration of the sum of Twenty Dollars paid by Clinton Fort, of Austin County, Texas, the receipt of which is hereby fully acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Clinton Fort of the County of Austin and State of Texas all that certain lot, tract or parcel of land lying and being situated in the old town of San Felipe and being lot number 144 in block number__ as shown by plat of said town of San Felipe, Texas, of record in deed records of Austin County, Texas, to which reference is hereby made for all purposes. To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Clinton Fort and his heirs and assigns, forever. And I do hereby bind myself and heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Clinton Fort and his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness my hand at Fort Worth, Texas this 30th day of September A. D. 1918.

The State of Texas,)

(signed) F. B. Magruder.

County of Tarrant.)

Before me, H. O. Gossett a Notary Public in and for Tarrant County, Texas, on this day personally appeared Dr. F. B. Magruder, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 30th day of September, A. D. 1918.

(seal) H. O. Gossett, A Notary Public in and for Tarrant County, Texas.

Filed for record the 28th. day of January, A. D. 1919 at 8:00 o'clock A.M., and recorded at 3:15 o'clock P.M. January 28th., A. D. 1919, *Ed. Little* Clerk, C. C. A. C. T.

By *Emma E. Quinn* Deputy.

Kent

458

(413. Release. Gulf Production Co. to W. C. Thielemann.)

The State of Texas,)

No. 3943

County of Harris.) Know all men by these presents that the Gulf Production Company hereby releases, relinquishes and forever quitclaims any and all rights whatsoever acquired or held by it under the following described oil and gas lease, dated the 16th day of March A. D. 1915, executed to W. J. Cox, Art. R. Bailey and L. E. Raspberry by W. C. Thielemann recorded in volume 48, on pages 175-176 in the Deed Records of Austin County, Texas.

In testimony whereof witness the name of said Gulf Production Company signed hereto by its proper officers.

Executed in duplicate at Houston, Texas, on this 17th day of July A. D. 1918.

Attest: L. E. Helcus. (seal) (signed) Gulf Production Company,

Assistant Secretary.

By Underwood Nazro, Vice-President.

The State of Texas,)

County of Harris.) Before me, the undersigned authority, on this day personally appeared Underwood Nazro, known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President of the Gulf Production Company, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said Gulf Production Company.

Given under my hand and seal of office this 17th day of July A. D. 1918.

(seal) K. Windsor. Notary Public in and for Harris County, Texas.

The undersigned, as the owner of the land covered by the above described lease or agreement, hereby accept the foregoing release thereof.

Witnesses: Thos. B. Botts.

(signed) W. C. Thielemann.

Filed for record at 1:30 o'clock P.M. Jan. 28, 1919 and recorded at 5:00 o'clock P.M. Jan. 28th, A. D. 1919, *Ed. Butta*, Clerk, C.C.A.C.T. By *Conna M. Collier*, Deputy.

(414. Release. The Texas Company to W. C. Thielemann.)

State of Texas,)

Number 6591

County of Austin.) The Texas Company, in consideration of \$1.00 cash, and other valuable considerations, receipt of which is acknowledged, hereby releases, relinquishes and forever quitclaims any and all rights whatsoever acquired or held under the following oil and gas lease, dated the 13th. day of March 1917 executed to R. E. Breeding by W. C. Thielemann et ux., recorded in volume 52, on pages 201-204, Deed Records of Austin County, Texas, reserving however, unto The Texas Company the unrestricted right of ingress and egress to and from said premises for the purpose of removing any and all property placed upon said premises by The Texas Company during the existence of said lease.

Executed at Houston, Texas, on this 20th. day of November 1918.

Attest: Saml. J. Payne. Assistant Secretary.

(seal)

(signed) The Texas Company

By C. N. Scott, Manager of Producing Dept.

State of Texas,)

County of Harris.) Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C. N. Scott, Manager of Producing Department of The Texas Company, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same as the act and deed of the said The Texas Company, for the purposes and considerations and in the capacity

500

4/13/1957

to
Ida Louise Fort, et al
Quitclaim Resolution

I, J.L. Stierling, Clerk of the District Court in and for Austin County, Texas do hereby certify that the above and foregoing is a true and correct copy of the JUDGMENT in Cause No. 8369, entitled "IN THE MATTER OF THE REMOVAL OF THE DISABILITIES OF MINORITY OF JOHN LEE SPIES, A MINOR", as same appears of record on page 12 of Vol. T of the Civil Minutes of the District Court of Austin County, Texas. To certify which, witness my hand and the seal of said court at office in Bellville, Texas, this 2nd day of May, A.D. 1957.

J. L. Stierling
Clerk, District Court, Austin County, Texas.

Filed for Record on the 2nd. day of May, A. D. 19 57, at 1:30 o'clock P.M.

Duly Recorded this the 2nd. day of May, A. D. 19 57, at 3:34 o'clock P.M.

LAWRENCE DITTERT, County Clerk

Austin County, Texas

By *L. Dittert* Deputy

(File No. 726 - Resolution - Corporation of San Felipe de Austin to Ida Louise Fort, et al.)

THE STATE OF TEXAS)

COUNTY OF AUSTIN)

WHEREAS, heretofore on the 26th. day of June A. D. 1901, In-Lots Numbered 139, 140, 141, 184, 185, 186, 199, 200, 201, 202, 203, 204, 247, 248, 249, 250, 251, 252, 268, 269 and 270, of the Town of San Felipe de Austin, Texas, being a part of the estate of J. E. Robertson, deceased, was partitioned to Kathryn Robertson and Willie Fay Robertson by decree of the Austin County District Court, recorded in Vol "L", pages 84, 85, 86, 87 and 88:

AND WHEREAS, on the 26th. day of August 1918, the said Kathryn Robertson and Willie Fay Robertson conveyed to Clinton Fort the above described lots by deed recorded in Vol. 54, page 17, Deed Records of Austin County, Texas;

AND WHEREAS, the chain of title to said In-Lots 139, 140, 141, 184, 185, 186, 199, 200, 201, 202, 203, 204, 247, 248, 249, 250, 251, 252, 268, 269, and 270 to the present owners, to-wit, the heirs of the Clinton Fort Estate, namely Mrs. Ida Louise Fort, Emily Ellen Selman, Helen Blanche Hilton, Roy Clinton Fort and Edward E. Fort, is continuous and same has been held adversely to all claimants by the said Kathryn Robertson and Willie Fay Robertson, and their successors in title, more than fifty years;

AND WHEREAS, there does not appear of record in the Deed Records of Austin County, Texas, a deed of conveyance from the Corporation of San Felipe de Austin to anyone covering the above described In-Lots, however it is the opinion of the Council duly

Kent (main)

231/501

assembled in regular meeting that a preceding Council of this Corporation did sell the said in-lots, 139, 140, 141, 184, 185, 186, 199, 200, 201, 202, 203, 204, 247, 248, 249, 250, 251, 252, 268, 269 and 270, to a predecessor in title of Mrs. Ida Louise Fort, Emily Ellen Selman, Helen Blanche Hilton, Roy Clinton Fort and Edward E. Fort;

AND WHEREAS, it is the desire of the Town Council, upon the request of Mrs. Ida Louise Fort, et al, that a Quit Claim Deed be executed, divesting the Corporation of San Felipe de Austin of all right, title and interest it may have in said in-lots heretofore described, and investing such title, interest and rights in the said (Mrs.) Ida Louise Fort, Emily Ellen Selman, Helen Blanche Hilton, Roy Clinton Fort and Edward E. Fort:

NOW, THEREFORE, be it resolved by the Mayor and Board of Aldermen of the Corporation of San Felipe de Austin, a municipal corporation of Austin County, Texas, in regular meeting assembled on the 13th. day of April A. D. 1957, a quorum being present, that the Mayor of the Corporation of San Felipe de Austin, in consideration of the premises, execute a Quit Claim Deed to the above described in-lots, and that the said Quit Claim Deed when executed by the Mayor, shall be attested by the Secretary of the Corporation of San Felipe de Austin and its official seal impressed thereon, thereby divesting all right, title and interest that it may have in said in-lots out of the Corporation of San Felipe de Austin and investing such right, title and interest in the said (Mrs.) Ida Louise Fort, Emily Ellen Selman, Helen Blanche Hilton, Roy Clinton Fort and Edward E. Fort.

THEREFORE, upon motion duly made and seconded and carried, it is ordered that a copy of this Resolution be acknowledged by the Mayor and attested by the Secretary of the Corporation of San Felipe de Austin, entered in the Minute Book of the Corporation of San Felipe de Austin and a copy of this Resolution delivered to Ida Louise Fort, et al, together with a Quit Claim Deed as set out herein-above.

DONE AND CERTIFIED TO as the action of the Council of the Corporation of San Felipe de Austin, this the 13th. day of April, A. D. 1957.

CORPORATION OF SAN FELIPE DE AUSTIN

By E. F. Rapsilver
E. F. Rapsilver, Mayor of the Corporation
of San Felipe de Austin.

ATTEST:

Clara H. Craig

502

Clara L. Craig, Secretary,
of the Corporation of San
Felipe de Austin.

THE STATE OF TEXAS)
COUNTY OF AUSTIN)

BEFORE ME, the undersigned authority in and for Austin County, Texas, on this day personally appeared E. F. Rapsilver, Mayor of the Corporation of San Felipe de Austin, a Municipal Corporation of Austin County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Corporation of San Felipe de Austin, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 30th day of April, A. D. 1957.

W. D. Bryan

(W. D. Bryan,) Notary Public in and for Austin
County, Texas.



Filed for Record on the 2nd day of May, A. D. 19 57, at 3:00 o'clock P.M.
Duly Recorded this the 2nd day of May, A. D. 19 57, at 3:43 o'clock P.M.

LAWRENCE DITTERT, County Clerk

Austin County, Texas

By *[Signature]* Deputy

(File No. 727 - Quitclaim Deed - Corporation of San Felipe de Austin
to Ida Louise Fort, et al.)

THE STATE OF TEXAS)
COUNTY OF AUSTIN)

KNOW ALL MEN BY THESE PRESENTS:

THAT, the Corporation of San Felipe de Austin, a municipal corporation of Austin County, Texas, for and in consideration of the sum of five (\$5.00) Dollars, to it in hand paid by Ida Louise Fort of Austin County, Texas; Emily Ellen Selman of Caddo Parish, Louisiana; Helen Blanche Hilton of Anderson County, Texas; Roy Clinton Fort of Anderson County, Texas; and Edward E. Fort of Lubbock County, Texas; receipt of which is hereby acknowledged, does, by these presents, BARGAIN, SELL RELEASE AND FOREVER QUIT CLAIM unto the said Ida Louise Fort, Emily Ellen Selman, Helen Blanche Hilton, Roy Clinton Fort and Edward E. Fort, their heirs and assigns, all its right, title and interest in and to those certain lots, lying within the corporate limits of the Town of San

502

to Forts
from SF Corp.

231/502

Clara L. Craig, Secretary,
of the Corporation of San
Felipe de Austin.

THE STATE OF TEXAS)
COUNTY OF AUSTIN)

BEFORE ME, the undersigned authority in and for Austin County, Texas, on this day personally appeared E. F. Rapsilver, Mayor of the Corporation of San Felipe de Austin, a Municipal Corporation of Austin County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Corporation of San Felipe de Austin, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 30th day of April, A. D. 1957.



(W. D. Bryan,) Notary Public in and for Austin
County, Texas.

Filed for Record on the 2nd day of May, A. D. 19 57, at 3:00 o'clock P.M.
Duly Recorded this the 2nd day of May, A. D. 19 57, at 3:43 o'clock P.M.

LAWRENCE DITTERT, County Clerk
Austin County, Texas

By [Signature] Deputy

(File No. 727 - Quitclaim Deed - Corporation of San Felipe de Austin
to Ida Louise Fort, et al.)

THE STATE OF TEXAS)
COUNTY OF AUSTIN)

KNOW ALL MEN BY THESE PRESENTS:

THAT, the Corporation of San Felipe de Austin, a municipal corporation of Austin County, Texas, for and in consideration of the sum of five (\$5.00) Dollars, to it in hand paid by Ida Louise Fort of Austin County, Texas; Emily Ellen Selman of Caddo Parish, Louisiana; Helen Blanche Hilton of Anderson County, Texas; Roy Clinton Fort of Anderson County, Texas; and Edward E. Fort of Lubbock County, Texas; receipt of which is hereby acknowledged, does, by these presents, BARGAIN, SELL RELEASE AND FOREVER QUIT CLAIM unto the said Ida Louise Fort, Emily Ellen Selman, Helen Blanche Hilton, Roy Clinton Fort and Edward E. Fort, their heirs and assigns, all its right, title and interest in and to those certain lots, lying within the corporate limits of the Town of San

Outlaw
Deed

503

Felipe de Austin, in Austin County, Texas, and more fully described as follows, to wit:

In-lots Numbered 139, 140, 141, 184, 185, 186, 199, 200, 201, 202, 203, 204, 247, 248, 249, 250, 251, 252, 268, 269 and 270; being a part of the original grant by the Mexican Government to the municipal authorities of the Town of San Felipe de Austin;

TO HAVE AND TO HOLD, the said premises together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said Ida Louise Fort, Emily Ellen Selman, Helen Blanche Hilton, Roy Clinton Fort and Edward E. Fort, their heirs and assigns, forever, and that the Corporation of San Felipe de Austin, nor any person claiming under it, shall, at any time hereafter, have, claim or demand any right or title to the aforesaid premises and appurtenances, or any part thereof.

IN WITNESS WHEREOF, the Corporation of San Felipe de Austin
has caused these presents to be signed by E. F. Rapsilver, its Mayor,
and attested by Clara L. Craig, its Secretary, on this, the 30th
day of April A. D. 1957.

CORPORATION OF SAN FELIPE DE AUSTIN

By E. F. Rapsilver
E. F. Rapsilver, Mayor.

ATTESTED:

Clara L. Craig.
Clara L. Craig, Secretary.

THE STATE OF TEXAS)

COUNTY OF AUSTIN)

BEFORE ME, the undersigned authority, a Notary Public, in and for Austin County, Texas, on this day personally appeared E. F. Wapsilver, Mayor of the Corporation of San Felipe de Austin, known to me to be the person and officer whose name appears and is subscribed on the foregoing instrument, and acknowledged to me that the same was the act of the Corporation of San Felipe de Austin, a municipal corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 30th
day of April A. D. 1957.

W D Bryan (W. D. Bryan)
Notary Public in and for Austin County, Texas.

504

Filed for Record on the 2nd. day of May, A. D. 1957, at 3:00 o'clock P. M.
 Duly Recorded this the 2nd. day of May, A. D. 1957, at 3:46 o'clock P. M.

LAWRENCE DITTERT, County Clerk

Austin County, Texas

By *[Signature]* Deputy

(File No. 728 - Deed - Ida Louise Fort, et al, to Dewey W. Walden)

THE STATE OF TEXAS;
 COUNTY OF AUSTIN;

KNOW ALL MEN BY THESE PRESENTS: That we, Ida

Louise Fort, a widow, being the surviving wife of Clinton Fort, deceased, of Anderson County, Texas; Emily Ellen Selman, joined herein by my husband, H. W. Selman, of Caldwell Parish, Louisiana; Helen Blanche Hilton, joined herein by my husband, G. R. Hilton, of Anderson County, Texas; Roy Clinton Fort, joined herein by my wife, Loye Belle Fort, of Anderson County, Texas; and Edward E. Fort, joined herein by my wife, Dorothy Fort, of Lubbock County, Texas (the said Ida Louise Fort, as above stated, being the surviving widow of Clinton Fort, deceased, and the said Emily Ellen Selman, Helen Blanche Hilton, Roy Clinton Fort and Edward E. Fort being the children of the said Ida Louise Fort and Clinton Fort, deceased, and we, the said Ida Louise Fort, Emily Ellen Selman, Helen Blanche Hilton, Roy Clinton Fort and Edward E. Fort being the sole and surviving heirs of the said Clinton Fort, deceased); for and in consideration of the sum of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) cash to us in hand paid by Dewey W. Walden, the receipt of which is hereby acknowledged, subject to the reservation hereinafter set forth, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said Dewey W. Walden, a single man, of Austin County, Texas, all of the following described lots or parcels of land situated in Austin County, Texas, to-wit:

Being out of five leagues of land originally granted to the Corporation of San Felipe de Austin, and being described as follows, to-wit:

FIRST TRACT: Lot No. 144 situated in the old town of San Felipe as shown by plat or map of said town of San Felipe, Texas, of record in the Deed Records of Austin County, Texas, and being the same land described in the deed from F. B. Magruder to Clinton Fort, dated September 30, 1918, and recorded in Volume 54, on page 457, of the Deed Records of Austin County, Texas, to which map and plat and the record thereof and to which deed and the record thereof reference is here made for all purposes.

SECOND TRACT: Lots Nos. 142, 143, 181, 182, 183, 202, 203, 204, 247, 248, 249, 268, 269, 270, 139, 140, 141, 184, 185, 186, 199, 200, 201, 250, 251 and 252, situated in the old town of San Felipe, as shown by plat of said town of San Felipe, Texas, of record in the Deed Records of Austin County, Texas, and being the same lots or parcels of land

504

Duplicate *

John F. Walden
4/5/1957

231/504

Filed for Record on the 2nd. day of May, A. D. 1957, at 3:00 o'clock P. M.
Duly Recorded this the 2nd. day of May, A. D. 1957, at 3:46 o'clock P. M.

LAWRENCE DITTERT, County Clerk

Austin County, Texas

By *[Signature]* Deputy

(File No. 728 - Deed - Ida Louise Fort, et al, to Dewey W. Walden)

THE STATE OF TEXAS
COUNTY OF AUSTIN

KNOW ALL MEN BY THESE PRESENTS: That we, Ida

Louise Fort, a widow, being the surviving wife

of Clinton Fort, deceased, of Anderson County, Texas; Emily Ellen Selman,
joined herein by my husband, H. W. Selman, of Caldwell Parish,

Louisiana; Helen Blanche Hilton, joined herein by my husband, G. R.

Hilton, of Anderson County, Texas; Roy Clinton Fort, joined herein by

my wife, Loye Belle Fort, of Anderson County, Texas; and Edward E. Fort,

joined herein by my wife, Dorothy Fort, of Lubbock County, Texas (the

said Ida Louise Fort, as above stated, being the surviving widow of

Clinton Fort, deceased, and the said Emily Ellen Selman, Helen Blanche

Hilton, Roy Clinton Fort and Edward E. Fort being the children of the

said Ida Louise Fort and Clinton Fort, deceased, and we, the said Ida

Louise Fort, Emily Ellen Selman, Helen Blanche Hilton, Roy Clinton Fort

and Edward E. Fort being the sole and surviving heirs of the said Clinton

Fort, deceased); for and in consideration of the sum of Four Thousand

Five Hundred and No/100 Dollars (\$4,500.00) cash to us in hand paid by

Dewey W. Walden, the receipt of which is hereby acknowledged, subject

to the reservation hereinafter set forth, have GRANTED, SOLD AND CON-

VEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said

Dewey W. Walden, a single man, of Austin County, Texas, all of the

following described lots or parcels of land situated in Austin County,

Texas, to-wit:

Being out of five leagues of land originally granted to the Cor-
poration of San Felipe de Austin, and being described as follows, to-
wit:

FIRST TRACT: Lot No. 144 situated in the old town of San Felipe
as shown by plat or map of said town of San Felipe, Texas, of record
in the Deed Records of Austin County, Texas, and being the same land
described in the deed from F. B. Magruder to Clinton Fort, dated Septem-
ber 30, 1918, and recorded in Volume 54, on page 457, of the Deed Records
of Austin County, Texas, to which map and plat and the record thereof
and to which deed and the record thereof reference is here made for all
purposes.

SECOND TRACT: Lots Nos. 142, 143, 181, 182, 183, 202, 203, 204,
247, 248, 249, 268, 269, 270, 139, 140, 141, 184, 185, 186, 199, 200,
201, 250, 251 and 252, situated in the old town of San Felipe, as shown
by plat of said town of San Felipe, Texas, of record in the Deed Records
of Austin County, Texas, and being the same lots or parcels of land

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described in the deed from Mrs. Katheryne Robertson, et al, to Clinton Fort (therein written Clinton Ford), dated August 26, 1918, and recorded in Volume 54, on page 17, of the Deed Records of Austin County, Texas, to which said map and the record thereof and to which said deed and the record thereof reference is here made for all purposes.

Subject to the reservation hereinafter set forth, TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Dewey W. Walden, his heirs and assigns, forever. And we and each of us do hereby bind ourselves, our heirs, executors and administrators, subject to the reservation hereinafter set forth, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Dewey W. Walden, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

R E S E R V A T I O N

The grantors herein, to-wit, Ida Louise Fort, Emily Ellen Selman, Helen Blanche Hilton, Roy Clinton Fort and Edward E. Fort, collectively reserve unto themselves, and to their heirs and assigns, for a period of fifteen (15) years from date hereof and so long thereafter as oil, gas or other minerals are produced from the land herein conveyed, or land with which the same may be pooled, an undivided one-half (1/2) interest in and to all of the royalties payable on oil, gas or other minerals which may be produced, saved and sold from such land, or land with which the same may be pooled, which may become due and payable under any present lease covering said land, if any, or which may become due and payable under any future lease covering said land during the tenure of this reservation, but neither the grantors, nor their heirs, successors and assigns, shall ever be required to join with the grantee, his heirs, successors and assigns, in the execution of an oil, gas and mineral lease covering said land, or any part thereof, nor shall the grantors herein, their heirs, successors and assigns, ever be entitled to receive any of the cash bonuses or other thing of value as consideration for the giving of or execution of an oil, gas or other mineral lease covering said land, nor shall the grantors herein, their heirs, successors and assigns, ever be entitled to receive any of the rentals or renewals or other thing of value paid to keep any oil, gas or other mineral lease in force or effect, provided that the grantee herein, his heirs, successors and assigns, shall never execute an oil, gas or other mineral lease covering said land which does not provide for a royalty of at least one-eighth (1/8th) on oil and gas, a royalty of at least one-tenth (1/10th) on other minerals, and a royalty of at least One Dollar (\$1.00) per long ton on sulphur; and provided further that the grantee herein, his heirs,

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successors and assigns, shall have the right and authority to pool or unitize such land with other land without the joinder of the grantors herein, their heirs, successors and assigns, provided that in such event and when such land shall be included with and developed as a part of a unit the grantors herein, to-wit, Ida Louise Fort, Emily Ellen Selman, Helen Blanche Hilton, Roy Clinton Fort and Edward E. Fort, their heirs, successors and assigns, shall collectively receive one-half (1/2) of the royalties payable on oil, gas or other minerals that may be allocated to such land as a part of a unit, and in the event of such unitizing or pooling of such land by the grantee herein, his heirs, successors and assigns, the grantee herein, his heirs, successors and assigns, shall, without the joinder of the grantors herein, their heirs, successors and assigns, bind the royalty herein reserved without the necessity of the grantors herein, their heirs, successors and assigns, joining in such unitizing or pooling program; provided further, however, that if there is no production from said land, or land with which the same may be pooled or unitized, at the expiration of fifteen (15) years from date hereof, then and in that event this reservation shall terminate and the royalties herein reserved shall thereupon be and become the property of the grantee herein, his heirs, successors and assigns.

WITNESS our hands this 5th day of April, A. D., 1957.

Ida Louise Fort
Ida Louise Fort

Emily Ellen Selman
Emily Ellen Selman

Helen Blanche Hilton
Helen Blanche Hilton

H. W. Selman
H. W. Selman

G. R. Hilton
G. R. Hilton

Roy Clinton Fort
Roy Clinton Fort

Edward E. Fort
Edward E. Fort

Loye Belle Fort
Loye Belle Fort

Dorothy Fort
Dorothy Fort

THE STATE OF TEXAS

COUNTY OF AUSTIN

Before me, the undersigned authority, on this day personally appeared Ida Louise Fort, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 2nd day of May, A. D., 1957.

Orin Bell Meyer - Orin Bell Meyer
Notary Public, Austin County, Texas

THE STATE OF LOUISIANA

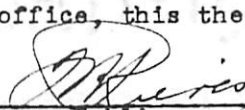
PARISH OF Caddo

Before me, the undersigned authority, on this day personally appeared H. W. Selman and wife, Emily Ellen Selman, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Emily Ellen Selman, wife of the said H. W. Selman, having been examined by me privily and apart from her said husband, and having the same fully explained to her, she,

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the said Emily Ellen Selman, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 25th day of April, A. D., 1957.


Notary Public, Belle Parish,
Louisiana.

THE STATE OF TEXAS
COUNTY OF ANDERSON

Before me, the undersigned authority, on this day personally appeared G. R. Hilton and wife, Helen Blanche Hilton, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Helen Blanche Hilton, wife of the said G. R. Hilton, having been examined by me privily and apart from her said husband, and having the same fully explained to her, she, the said Helen Blanche Hilton, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.


Given under my hand and seal of office, this the 26th day of April, A. D., 1957.


Notary Public, Anderson County, Texas.

THE STATE OF TEXAS
COUNTY OF ANDERSON

Before me, the undersigned authority, on this day personally appeared Roy Clinton Fort and wife, Loye Belle Fort, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Loye Belle Fort, wife of the said Roy Clinton Fort, having been examined by me privily and apart from her said husband, and having the same fully explained to her, she, the said Loye Belle Fort, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.


Given under my hand and seal of office, this the 6th day of April, A. D., 1957.


Notary Public, Anderson County, Texas.

THE STATE OF TEXAS
COUNTY OF LUBBOCK

Before me, the undersigned authority, on this day personally appeared Edward E. Fort and wife, Dorothy Fort, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Dorothy Fort, wife of the said Edward E. Fort, having been examined by me privily and apart from her said husband, and having the same fully explained to her, she, the said Dorothy Fort, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 16 day of April, A. D., 1957.

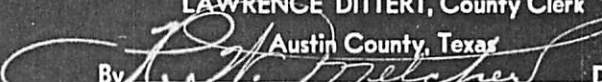

Notary Public, Lubbock County, Texas.

Filed for Record on the 2nd day of May, A. D. 19 57, at 3:00 o'clock P.M.

Duly Recorded this the 6th day of May, A. D. 19 57, at 1:56 o'clock P.M.

LAWRENCE DITTERT, County Clerk

Austin County, Texas

By  Deputy

BLOCKS & LOTS - OLD TOWN SAN FELIPE

GRANTOR: SFDA Corp
GRANTEE: Wm. C. Hill & Eiko Hill
VOL./PAGE: Vol 238 | pp 234 - 256
DATE: 3/29/1958

318	265
317	266
316	267

Kent {

315	
314	
313	

NOTES:

254
Lts 265-267
313-318
Wm. Hill
3/29/1958
28/254
(File No. 856 - Corporation of San Felipe de Austin to William C. Hill,
et ux.)
R E S O L U T I O N

THE STATE OF TEXAS)
COUNTY OF AUSTIN)

BE IT REMEMBERED, that the Town Council of the CORPORATION
OF SAN FELIPE DE AUSTIN, a municipal corporation, of Austin
County, Texas, met in regular session at its regular meeting
place in the Town Hall of the said municipal corporation,,
on the 29th. day of March A. D. 1958, a quorum being present,
and among other business passed the following RESOLUTION, to-wit:

BE IT RESOLVED, that the CORPORATION OF SAN FELIPE DE
AUSTIN, a municipal corporation as aforesaid, sell and convey
to William C. Hill and wife, Eiko Hill, of the County of Austin
and State of Texas, the following described real estate for a
consideration of the sum of One hundred, ninety-one and twenty/100
(\$191.20) Dollars, to be paid in cash, to-wit:

Building Lots Numbered 265,266,267, 313,314,315,
316,317 and 318, of the Original Town of San
Felipe de Austin, and being out of the original
Five Leagues of land granted to the Municipal
Authorities, July 1st, 1824, in Austin County,
Texas;

AND THAT the Mayor of the CORPORATION OF SAN FELIPE DE
AUSTIN execute a proper conveyance of said real estate to the
purchaser thereof, and that the conveyance when executed by the
Mayor, shall be attested by the Secretary of the CORPORATION
OF SAN FELIPE DE AUSTIN and its official seal affixed thereto;

THEREFORE, upon a motion duly made, seconded and carried
(Alderman J. L. Hill not voting), it is ORDERED that a copy
of this RESOLUTION be acknowledged by the Mayor and attested
by the Secretary of the CORPORATION OF SAN FELIPE DE AUSTIN,
and entered in the Minute Book of the CORPORATION OF SAN FELIPE
DE AUSTIN, and that a copy of this RESOLUTION be delivered to the
purchaser of said lands with a deed conveying same to purchaser.

DONE AND CERTIFIED TO, as the action of the Town Council
of the CORPORATION OF SAN FELIPE DE AUSTIN, a municipal
corporation, on this the 29th. day of March, A. D. 1958.

Kent?
313-3153

THAT, the CORPORATION OF SAN FELIPE DE AUSTIN, a municipal corporation, of the County of Austin and State of Texas, for and in consideration of the sum of One Hundred Ninety-one and twenty/100 (\$191.20) Dollars, to it cash in hand paid by William C. Hill and wife, Elko Hill, of the County of Austin and State of Texas, receipt of which is hereby acknowledged and confessed; HAS GRANTED, SOLD AND CONVEYED, and by these presents, does GRANT, SELL AND CONVEY, unto the said William C. Hill and wife, Elko Hill of Austin County, Texas, all those certain lots or parcels of land lying and being situated in Austin County, Texas,

(File No. 857 - Deed - Corporation of San Felipe de Austin to William C. Hill, et ux.)
 THE STATE OF TEXAS)
 KNOW ALL MEN BY THESE PRESENTS:)
 COUNTY OF AUSTIN)

By Lawrence Dittert, County Clerk
 Austin County, Texas
 Deputy

Filed for Record on the 20th day of June, A.D. 1958, at 11:10 o'clock A.M.
 Duly Recorded this the 23rd day of June, A.D. 1958, at 10:10 o'clock A.M.

BEFORE ME, the undersigned authority, a Notary Public, in and for Austin County, Texas, on this day personally appeared E. F. Rapsilver, Mayor of the Corporation of San Felipe de Austin, a Municipal Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of such corporation, and that he executed the same as the act of such corporation for the purposes and considerations therein expressed and in the capacity therein stated.
 GIVEN under my hand and seal of office, this the 24th day of May, A.D. 1958.

Mrs. W. F. Godenzweig
 Sealy, Texas
 Notary Public in and for Austin County, Texas.

THE STATE OF TEXAS)
 COUNTY OF AUSTIN)

Clara L. Craig, Secretary.

E. F. Rapsilver, Mayor

ATTEST:

and more fully described as follows, to-wit:

Building Lots numbered 265, 266, 267, 313, 314, 315, 316, 317 and 318, of the Original Town of San Felipe de Austin, and being out of the original Five League Grant to the Municipal authorities of the Town of San Felipe de Austin, July 1st, 1824;

TO HAVE AND TO HOLD, the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said William C. Hill and wife, Eiko Hill, their heirs and assigns forever, and the said CORPORATION OF SAN FELIPE DE AUSTIN does hereby bind itself to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said William C. Hill and wife, Eiko Hill, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the CORPORATION OF SAN FELIPE DE AUSTIN has caused these presents to be signed by E. F. Rapsilver, its Mayor and attested by Clara L. Craig, its secretary, on this the 24th day of May, A. D. 1958.

CORPORATION OF SAN FELIPE DE AUSTIN

By E. F. Rapsilver
E. F. Rapsilver, Mayor.

ATTEST:

Clara L. Craig
Clara L. Craig, Secretary.



THE STATE OF TEXAS)
COUNTY OF AUSTIN)

BEFORE ME, the undersigned authority, a Notary Public, in and for Austin County, Texas, on this day personally appeared E. F. Rapsilver, Mayor of the Corporation of San Felipe de Austin, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Corporation, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 24th day of May, A. D. 1958.

Mrs. W. F. Godenzweig
Sealy, Texas

Notary Public in and for Austin County,
Texas.

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Walden -> Dazey
5/27/1964

he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day
of May, A. D., 1964.

Winona Heitsmann
Notary Public in and for Austin County,
Texas

Filed for Record on the 26th day of May, A. D. 1964, at 1:40 o'clock P. M.

Duly Recorded this the 27th day of May, A. D. 1964, at 2:18 o'clock P. M.

LAWRENCE DITTERT, County Clerk

Austin County, Texas

By [Signature] Deputy

(File No. 821)

THE STATE OF TEXAS)

COUNTY OF AUSTIN)

KNOW ALL MEN BY THESE PRESENTS:

That I, DEWEY W. WALDEN, a single man, of the County of Austin, State of Texas, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration to me in hand paid by WILLIAM B. DAZEY and wife, DOLORES ANN DAZEY, the receipt of which I do hereby acknowledge and confess, and in further consideration of the execution by the said WILLIAM B. DAZEY and DOLORES ANN DAZEY of their one certain promissory note, of even date herewith, in the principal sum of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00), bearing interest from date at the rate of six per cent. (6%) per annum, payable to the order of DEWEY W. WALDEN at Citizens State Bank,
Sealy, Texas in monthly installments of principal of not less than One Hundred Dollars (\$100.00) monthly, accrued interest to be paid simultaneously with and in addition to the said installment payments of principal, the first of which installments to become due and payable on or before July 1, 1964, and a like installment to become due and payable on or before the first day of each and every succeeding calendar month thereafter until the full sum of principal and interest is paid, the said promissory note providing that all past installments of principal shall bear interest at the rate of ten per cent. (10%) per annum and all past due interest to bear interest at the maximum legal rate, and further granting and giving to the holder thereof, at holder's option, the right to accelerate the payment of all amounts of principal and accrued interest in the event of default and to declare the entire amount unpaid on said note immediately due and payable in event of such default, and the said note further providing that, in the event of default, if the note is placed in the hands of an attorney for collection, the makers are to pay a sum equal to ten per cent. (10%) of the amount of principal and interest then due as agreed and stipulated attorney's fees, the said

promissory note being secured by a VENDOR'S LIEN herein and hereby expressly retained against the property herein conveyed and described, and being further secured by a DEED OF TRUST LIEN given by the said WILLIAM B. DAZEY and DOLORES ANN DAZEY to J. D. Kamas, Trustee, executed and delivered of even date herewith in addition to and not lieu of the aforesaid VENDOR'S LIEN, both of such liens being first and prior in

time and right and constituting a reservation of the superior title to the property hereinafter described until the indebtedness evidenced by the promissory note aforesaid is paid in full, HAVE GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the said WILLIAM B. DAZEY and wife, DOLORES ANN DAZEY, of the County of Harris, State of Texas, all that certain tract or parcel of land situated in the County of Austin, State of Texas, described as follows, to-wit:

Lot 144 in Tract One and Lots 139, 140, 141, 142, 143, 181, 182, 183, 184, 185, 186, 199, 200, 201, 202, 203, 204, 247, 248, 249, 250, 251, and 252 in Tract Two in the Old Town of San Felipe, Austin County, Texas, together with all improvements thereon, as the said land is described in deed dated April 5, 1957, from Ida Louise Fort, et al., to Dewey W. Walden of record in Volume 231, at page 504, in the Deed Records of Austin County, Texas - - - - -

TO HAVE and TO HOLD the above described premises, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto in anywise belonging or appertaining, unto the said WILLIAM B. DAZEY and DOLORES ANN DAZEY, their heirs and assigns, forever.

And, subject to the payment of the indebtedness secured by the liens above described only, I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said WILLIAM B. DAZEY and DOLORES ANN DAZEY, their heirs or assigns, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Executed and delivered this 27th day of may, 1964.

Dewey W. Walden
DEWEY W. WALDEN

THE STATE OF TEXAS
COUNTY OF AUSTIN

BEFORE ME, the undersigned Notary Public in and for Austin County, Texas, on this day personally appeared DEWEY W. WALDEN, a single man, known to me to be the person whose name is subscribed to

574/683

the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of

May, 1964.

Notary Public in and for
Austin County, Texas

My commission expires June 1, 1965.

Filed for Record on the 27th day of May, A. D. 1964, at 10:25 o'clock A.M.

Duly Recorded this the 27th day of May, A. D. 1964, at 2:23 o'clock P.M.

LAWRENCE DITTERT, County Clerk
Austin County, Texas

By [Signature] Deputy

(File No. 823 - Lease - John Stokes, et al, with Roy Meinecke)

THE STATE OF TEXAS)
)
COUNTY OF AUSTIN)

This contract made and entered into this day by and between JOHN STOKES of Austin County, Texas, and LLOYD G. STOKES of Austin County, Texas, parties of the first part, and ROY MEINECKE of Austin County, Texas, party of the second part,

W I T N E S S E T H:

That the parties of the first part, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the party of the second part, have DEMISED AND LEASED to the party of the second part all those certain tracts or parcels of land lying and being situated in Austin County, Texas, and described as follows, to-wit:

All those certain tracts or parcels of land situated in Austin County, Texas, on Buffalo Creek, and being part of the J. Fitzgibbons League and part of the Rufus H. Brewer's & Mary E. Brewer's estate as partitioned among the heirs of Mary E. Brewer, deceased, as appears from Book Q, on pages 348-9, of the Succession Records of Austin County, Texas, and described as "FIRST TRACT" containing 92-1/2 acres of land, "SECOND TRACT" containing 12-1/2 acres of land, and "THIRD TRACT" containing 32 acres of land, as described by metes and bounds in a deed from John Stokes, et ux, to Lloyd G. Stokes, et al, dated July 27, 1955, and recorded in Vol. 221, on pages 146-50, of the Deed Records of Austin County, Texas, to which said deed and the record thereof reference is here made for all intents, purposes and descriptions.

TO HAVE AND TO HOLD the above described premises with all

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Jessie E. Smith acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 25 day of May, 1964
Mamie Stick
 Notary Public, Austin County, Texas

Filed for Record on the 25th day of May, A. D. 19 64, at 2:10 o'clock P. M.

Duly Recorded this the 27th day of May, A. D. 19 64, at 1:42 o'clock P. M.

LAWRENCE DITTERT, County Clerk

Austin County, Texas

By R. H. Fletcher Deputy

(File No. 822-Deed of Trust-William B. Dazey, et ux to Dewey W. Walden)

THE STATE OF TEXAS,

Know All Men By These Presents:

COUNTY OF AUSTIN

That we, WILLIAM B. DAZEY and wife, DOLORES ANN DAZEY, of 5126 Keystone,
 in the City of Houston - - - - -
 of the County of - - - - - Harris - - - - - and State of Texas, for and in consideration
 of the sum of Ten and No/100ths (\$10.00) - - - - - DOLLARS
 to - - US - - in hand paid by J. D. KAMAS, Trustee for DEWEY W. WALDEN, his heirs
 or assigns, of Austin County, Texas - - - - -
 and in further consideration of the debt and trust hereinafter mentioned, have Granted, Sold and Conveyed, and by these
 presents do Grant, Sell and Convey unto the said - - - J. D. KAMAS - - - Trustee, and to
 his successor and substitute in this trust, and to his and their assigns forever, all and singular, the following described
 property, situated, lying and being in the County of - - - Austin - - - - - and State of Texas, viz.:

Lot 144 in Tract One and Lots 139, 140, 141,
 142, 143, 181, 182, 183, 184, 185, 186, 199,
 200, 201, 202, 203, 204, 247, 248, 249, 250,
 251 and 252 in Tract Two in the Old Town of
 San Felipe, Austin County, Texas, together
 with all improvements thereon, as the said
 land is described in deed dated April 5, 1957,
 from Ida Louise Fort, et al., to Dewey W.
 Walden of record in Volume 231, at page 504,
 in the Deed Records of Austin County, Texas

TO HAVE AND TO HOLD The herein described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said - - - J. D. KAMAS, - - - Trustee, to his successor or substitute in this trust, and to his and their assigns forever.

And - - we - - do hereby bind OURSELVES, OUR - - heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said - - - J. D. KAMAS - - Trustee, to his successor or substitute, and to his and their assigns forever, against any person whomsoever lawfully claiming or to claim the same or any part thereof; IN TRUST, however for the following purposes and upon the following conditions, viz.:

If the said WILLIAM B. DAZEY and wife, DOLORES ANN DAZEY, - - - shall well and truly pay off and discharge, at the maturity thereof, according to the tenor and effect thereof one (1) certain - - - promissory note - - - made by WILLIAM B. DAZEY and wife, DOLORES ANN DAZEY - Payable to the order of - - - DEWEY W. WALDEN - - - and described as follows:

Executed and delivered of even date herewith in the

Mortgage
 Meekins Vol. 39

Kent

<add last 1000>

principal sum of Seven Thousand Five Hundred Dollars (\$7,500.00), bearing interest from date at the rate six per cent. (6%) per annum, the said note being payable in monthly installments of principal of not less than One Hundred Dollars (\$100.00), accrued interest on the unpaid balance to be paid simultaneously with and in addition to the payment of said principal installments, the first of which installments to become due and payable on or before July 1, 1964, and a like installment to become due and payable on or before the same day of each and every succeeding calendar month thereafter until the full sum of principal and interest is paid, and said note providing for the payment of interest at the rate of ten per cent. (10%) per annum on all past due installment payments of principal and interest at the maximum legal rate on past due interest and containing the usual and customary optional acceleration of maturity in the event of default, attorney's fees in a sum equal to ten per cent. (10%) of the amount of principal and interest due,

with interest thereon from date as above described - - - - - until paid, at the rate of six (6%) per cent per annum, said interest payable monthly as it accrues ~~as it accrues at the office of~~ at

, then this conveyance shall become null and void and these presents shall be released in due form at Dazeys' - - - - - expense.

But in case of default or failure to make prompt payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or failure to observe and keep any of the covenants hereof by the grantors herein, then and in that event the whole of the principal of the debt secured hereby may, at the option of the holder, be declared due and the said Trustee is hereby authorized and empowered, and it shall be his special duty, at the request of the payee or any holder of any of the above described notes, to sell the above described property to the highest bidder for cash, at the court house door of the county in which said property, or any part thereof, is situated, at public outcry between the hours of ten o'clock a.m. and four o'clock p.m., on the first Tuesday in any month, after having given notice of such sale by posting up written or printed notices at three public places in said County of Austin - - - - - and State of Texas, one of which notice shall be at the court house door of said County of Austin - - - - - State of Texas, and all of which said notices shall have been posted for at least twenty-one days successively next before the day of sale:

and after such sale, to make the purchaser or purchasers hereunder good and sufficient deeds in the name of the grantors herein, conveying the property so sold to the purchasers in fee simple, with general warranty of title, and to receive the proceeds of said sale and apply the same as follows: First, to the payment of all necessary costs and expenses incident to the execution of said trust, including a fee to the Trustee of five per cent to be estimated upon the amount realized at said sale. Second, to the payment, ratably of said note, then unpaid principal and accrued interest (it being understood that when default shall be made in the payment of any of said note, or any installment of interest on said note, or failure to pay any State, County or City taxes assessed upon said property, after the same by law becomes delinquent, all of the principal of all notes secured hereby together with accrued interest thereon to the date of the exercise of the option shall become at once due and payable, at the option of the holder or holders thereof). Third, the remainder, if any there shall be after payment of all said costs and expenses, and the principal and interest of said note, shall be paid to the said WILLIAM B. DAZEY and wife, DOLORES ANN DAZEY or to their heirs, assigns or legal representatives.

In case of death of said - - - J. D. KAMAS - - - - - Trustee, or his removal from the County of Austin Texas, or his refusal, or failure or inability, for any reason, within ten days after such requests by the holder or holders of said note as above stipulated to make said sale or to perform said trusts, then the legal holder or holders of said note or any of them may appoint, in writing, substitute Trustee, who shall thereupon succeed to all the estate, rights, powers and trusts hereinbefore granted to and vested in said Trustee.

And it is further specially agreed by the parties hereunto, that in any deed or deeds given by any Trustee or substitute duly appointed hereunder, any and all statements of facts or other recitals therein made as to the non-payment of the money secured, or as to the request to sell, the time, place, terms of sale and property to be sold having been duly published, or as to any other act or thing having been duly done by any Trustee, or substitute, shall be taken by any and all courts of law and equity as prima facie evidence that the said statements or recitals do state facts, and are without further question to be accepted. And WILLIAM B. DAZEY and DOLORES ANN DAZEY, - - - - - the said grantors do hereby ratify and confirm any and all acts that the Trustee or substitute, or his successor in this trust may lawfully do in the premises by virtue hereof. Erasures and interlineations made and approved before signing.

IT IS SPECIALLY AGREED that when, as and if any accelerated maturity of any item secured by this instrument may be declared due under any term of this or any other paper evidencing the debt or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to the date of payment at not to exceed ten per cent per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to ask for, demand or receive any larger rate of interest the parties covenant that same is a mistake in calculation or wording which this clause is intended to override and control.

WITNESS OUR hand this 27th day of May,

A. D. 1964.

William B. Daze
WILLIAM B. DAZEY
Dolores Ann Daze
DOLORES ANN DAZEY

42

42

THE STATE OF TEXAS,

COUNTY OF AUSTIN

BEFORE ME, the undersigned, a duly

constituted Notary Public in and for
Austin County, Texas, on this day personally appeared

WILLIAM B. DAZEY

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 27 day of May, A. D. 1964

(L. S.)

Notary Public in and for Austin Co. Texas

THE STATE OF TEXAS,

COUNTY OF AUSTIN

BEFORE ME, THE UNDERSIGNED, A DULY

CONSTITUTED AND APPOINTED NOTARY PUBLIC in and for
Austin County, Texas, on this day personally appeared

DOLORES ANN DAZEY

WILLIAM B. DAZEY, wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and
apart from her husband, and having the same fully explained to her, she, the said DOLORES ANN DAZEYacknowledged such instrument to be her act and deed, and
she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish
to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 27 day of May, A. D. 1964

(L. S.)

Notary Public in and for Austin Co. Texas

Filed for Record on the 27th day of May, A. D. 1964, at 10:25 o'clock A.M.

Duly Recorded this the 1st day of June, A. D. 1964, at 8:55 o'clock A.M.

LAWRENCE DITTERT, County Clerk

Austin County, Texas

By *[Signature]* Deputy(File No. 837-Deed of Trust- Mitchem A. Ledbetter, et ux to Adele Bourgeois,
THE STATE OF TEXAS et al.)

COUNTY OF AUSTIN

KNOW ALL MEN BY THESE PRESENTS:

That we, Mitchem A. Ledbetter and wife, Helen B. Ledbetter

of Harris County, Texas, hereinafter called First Party, in consideration of \$10.00

paid by J. D. Kamas,

Trustee, of Austin County, Texas, hereinafter called Second Party, and the further
consideration, uses, purposes and trusts herein set forth and declared, have SOLD, GRANTED, AND CON-
VEYED, and by these presents do SELL, GRANT, AND CONVEY unto Second Party, and also the the substi-
tute trustee, as hereinafter provided, all of the following described real estate, situated in Austin County,
Texas, together with the old house, well and pond located thereon, to-
wit:All that certain tract of land situated in Austin County, Texas, in
the Miles N. Allen 3/4 League, Abstract No. 2, and being a part of the
same tracts of land described as 1st tract, 43 acres; 2nd tract, 25.7
acres; and 3rd tract, 59.2 acres, conveyed in a deed from Minna Necker,
to Adele Bourgeois, et al, dated the 4th day of February, 1950, and re-
corded in Vol. 178, on page 409, of the Deed Records of Austin County,
Texas, and being more particularly described as follows, to-wit:

BEGINNING at the Southwest corner of the said 43 acre tract;

THENCE North 19 deg. 30 min. East 406.7 feet to a stake;

THENCE North 20 deg. 15 min. East 549.6 feet to a stake;

THENCE North 21 deg. 39 min. East 523.4 feet to an iron pin;

THENCE North 84 deg. 03 min. East 1463.5 feet across the three tracts
to an iron pin in the Westerly margin of a county road;THENCE with the Westerly margin of said county road the following
calls and distances: South 20 deg. 39 min. West 1158.4 feet; South 31 deg.

to.

275/439

Dewey Walden

Lots 205-207, 244-246, 271-273
310-312

(File No. 1080 - Deed - Homer L. Wood, et al, to Dewey W. Walden.)

THE STATE OF TEXAS

COUNTY OF AUSTIN

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Homer L. Wood, joined by my wife, Mae Wood, of Caddo Parish, Louisiana; Ernest Anyz Koy, joined by my wife, Jane Koy, of Austin County, Texas; Margaret Lambert Robertson, joined by my husband, X. B. Robertson, of Harris County, Texas; and Emma Lambert Estlinbaum, joined by my husband, Will Estlinbaum, of Colorado County, Texas; for and in consideration of the sum of Two Thousand (\$2,000.00) and no/100 DOLLARS cash to us in hand paid by Dewey W. Walden, of Austin County, Texas, the receipt of which is hereby acknowledged and confessed, HAVE GRANTED, SOLD AND CONVEYED, and by these presents, DO GRANT, SELL AND CONVEY unto the said Dewey W. Walden, of Austin County, Texas, the following described land, together with all improvements thereon, if any, to-wit:

All those certain lots, tracts or parcels of land situated in the Town of San Felipe de Austin, in Austin County, Texas, and described as "In Lots" Nos. 205, 206, 207, 244, 245, 246, 271, 272, 273, 310, 311 and 312, and being the same lots described in a deed from T. O. Howard, et al, to F. Lambert, being the same and identical person as Felix Lambert, dated December 10, 1904, and recorded in Vol. 30 on Page 178 of the Deed Records of Austin County, Texas, to which said deed and the record thereof, reference is here made for all purposes, intent and description.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Dewey W. Walden, his heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, TO WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said Dewey W. Walden, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS OUR HANDS, this the 29 day of June, A. D., 1964.

+ Homer L. Wood
Homer L. Wood

Mae Wood
Mae Wood

CANCELLED



Ernest Anyz Koy
Ernest Anyz Koy

Jane Koy
Jane Koy

Brenner
1458

310-312
lots 205-207
244-246
271-273

Hicks/Halsy

Kent 1458

Margaret Lambert Robertson
Margaret Lambert Robertson

X. B. Robertson
X. B. Robertson

Emma Lambert Estlinbaum
Emma Lambert Estlinbaum

Will Estlinbaum
Will Estlinbaum

THE STATE OF LOUISIANA

PARISH OF Caddo

BEFORE ME, the undersigned authority, on this day personally appeared Homer L. Wood and Mae Wood, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mae Wood, wife of the said Homer L. Wood, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mae Wood, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29
day of JUNE, A. D., 1964.

Readus W. Price
Notary Public in and for Caddo
Parish, Louisiana

READUS W. PRICE
NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission Expires 12/27/1977

THE STATE OF TEXAS

COUNTY OF AUSTIN

BEFORE ME, the undersigned authority, on this day personally appeared Ernest Anyz Koy and Jane Koy, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

Jane Koy, wife of the said Ernest Anyz Koy, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Jane Koy, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd
day of July, A. D., 1964.

Walter Krumrey
Notary Public in and for Austin County,
Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared X. B. Robertson and Margaret Lambert Robertson, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Margaret Lambert Robertson, wife of the said X. B. Robertson, having been examined by me privily and apart from

275/441

her husband, and having the same fully explained to her, she, the said Margaret Lambert Robertson, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of JULY, A. D., 1964.

EDMOND W. COLMAN
Notary Public in and for HARRIS County,
Texas

Edmond W. Colman
Notary Public in and for HARRIS County,
Texas

THE STATE OF TEXAS
COUNTY OF Colorado

BEFORE ME, the undersigned authority, on this day personally appeared Will Estlinbaum and Emma Lambert Estlinbaum, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Emma Lambert Estlinbaum, wife of the said Will Estlinbaum, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Emma Lambert Estlinbaum, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of July, A. D., 1964.

Kate McRee
Notary Public in and for Colorado County,
Texas

Filed for Record on the 6th day of July, A. D. 19 64, at 9:40 o'clock A. M.

Duly Recorded this the 7th day of July, A. D. 19 64, at 10:26 o'clock A. M.

LAWRENCE DITTERT, County Clerk

Austin County, Texas

By L. D. Dittert Deputy

(File No. 1081 - Deed - Wm. B. Walton, et ux to Adolph Hrachovy, et ux)

THE STATE OF TEXAS
COUNTY OF AUSTIN

KNOW ALL MEN BY THESE PRESENTS: That we, WM. B. WALTON and wife, DORIS MAE WALTON, of Austin

County, Texas, for and in consideration of the sum of One Hundred and NO/100 Dollars (\$100.00) cash to us in hand paid by ADOLPH HRACHOVY and wife, LORENA HRACHOVY, the receipt of which is hereby acknowledged and confessed have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said ADOLPH HRACHOVY and wife, LORENA HRACHOVY, of Austin County, Texas, the following described land:

All that certain tract or parcel of land in the John Nichols League in Austin County, Texas, and being a part of a tract of land described in a Deed from H. O. Fisher, et ux, to Wm. B. Walton, et ux, dated July 5, 1946, and recorded in Volume 157, on page 513, of the Deed Records of Austin County, Texas, and the tract herein conveyed being described by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of the hereinabove mentioned tract of land described in said deed from H. O. Fisher, et ux, to Wm. B. Walton, et ux:

THENCE; S. 64 E. 50 ft. to a stake for a corner of this tract;

THENCE; S. 23 W. 110 ft to a stake for a corner this tract;

THENCE; N 64 W 50 ft. to a stake in the line marking the West margin of said Walton tract and the East margin of a tract owned by

040

9/22/1966

Dazey to
Brenner

(File No. 1851-Deed-William B. Dazey, et ux to Lawrence Brenner, et ux.)
THE STATE OF TEXAS X
COUNTY OF HARRIS X

KNOW ALL MEN BY THESE PRESENTS:

That we, WILLIAM B. DAZEY and wife, DOLORES ANN DAZEY, of the County of Harris, State of Texas, for and in consideration of the sum of \$10.00 cash and other good and valuable consideration to us in hand paid by LAWRENCE BRENNER and wife, LOUISE O. BRENNER, the receipt of which we do hereby acknowledge and confess, HAVE GRANTED, SOLD and CONVEYED, and by these presents to GRANT, SELL and CONVEY, unto the said LAWRENCE BRENNER and wife, LOUISE O. BRENNER of Houston, Harris County, Texas, all those certain lots or tracts of land situated in the County of Austin, State of Texas, described as follows, to-wit:

Lots numbered 139, 140, 141, 142, 143, 144, 181, 182, 183, 184, 185, 186, 199, 200, 201, 202, 203, 204, 247, 248, 249, 250, 251 and 252 in the Old Town of San Felipe de Austin, Austin County, Texas, being the same land as that described in a deed dated May 27, 1964, which is recorded in Volume 274, Pg. 681, in the Deed Records of Austin County, Texas.

This conveyance is made subject to an undivided one-half (½) royalty interest reserved for a period of 15 years from April 5, 1957, in deed from Ida Louise Fort, et al., to Dewey W. Walden recorded in Volume 231, pg. 504, of the Deed Records of Austin County, Texas.

TO HAVE and TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any way belonging or appertaining, unto the said LAWRENCE BRENNER and wife, LOUISE O. BRENNER, their heirs or assigns, forever.

And we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said LAWRENCE BRENNER and wife, LOUISE O. BRENNER, their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF we have hereunto set out hands this 22nd day of September, 1966.

William B. Dazey
WILLIAM B. DAZEY

Dolores Ann Dazey
DOLORES ANN DAZEY

THE STATE OF TEXAS X
COUNTY OF HARRIS X

041

BEFORE ME, JACQUELINE THERESE MCKEON, a Notary Public in and for Harris County, Texas, on this day personally appeared WILLIAM B. DAZEY and DOLORES ANN DAZEY, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said WILLIAM B. DAZEY acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said DOLORES ANN DAZEY, wife of the said WILLIAM B. DAZEY, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said DOLORES ANN DAZEY, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of September, 1966.



Jacqueline Therese Mckeon
JACQUELINE THERESE MCKEON
Notary Public in and for
Harris County, T E X A S

Filed for Record on the 27th day of September, A. D. 1966, at 1:25 o'clock A. M.
Duly Recorded this the 28th day of September, A. D. 1966, at 2:18 o'clock P. M.

LAWRENCE DITTERT, County Clerk
Austin County, Texas

By *[Signature]* Deputy

(File No. 1852)
THE STATE OF TEXAS X
COUNTY OF AUSTIN X

BEFORE ME, the undersigned authority, on this day personally appeared SELMA COODY, a widow and a feme sole, a resident of Austin County, Texas, known to me to be a credible person, who, being by me duly sworn, upon her oath deposes and says:

My name is Selma Coody. I reside in Austin County, Texas, and am 56 years of age. I am the surviving wife of Owen G. Coody, who was also sometimes known as Owen Gilbert Coody. My husband, Owen G. Coody, died on the 17th day of July, A. D., 1963, without leaving a Will. At the time of his death, the said Owen G. Coody lived near Sealy, Austin County, Texas, and his death occurred at our home.

The said Owen G. Coody was married only once and then unto me. This marriage occurred on the 12th day of November, A. D., 1931, in Sealy, Austin County, Texas. We lived together as husband and wife

SFDH to

Exhibit 3, pg 104 of 143

L.O. & F.G. Edman

Comp
p. 594
Vol. 1

signed 12/23/1876
recorded 3/20/1877

594

Record No 585
Certificate of Land Sale
Re: See
L.O. & F.G. Edman

The State of Texas }
County of Austin }
Know all men by these presents that the Corporation of San Felipe for and in consideration of the sum of fifty dollars in hand paid by J. C. Edman & A. H. Edman the receipt of which is hereby acknowledged have bargained sold released and conveyed and by these presents do bargain sell and convey unto J. C. Edman and A. H. Edman of the aforesaid County and State the following in and out lots situated within the limits of said Corporation To wit:

Lot No 1 to 179 seven miles, (180) Eighty, (181) Eighty one, 111 one hundred & eighty (119) One hundred & nineteen (120) one hundred & twenty, (200) Two hundred & five, (206) Two hundred & six (207) Two hundred & seven (208) Two hundred & eight (209) Two hundred & nine (210) Two hundred & ten, (211) Two hundred & eleven, (212) Two hundred & twelve, (213) Two hundred & thirteen, (214) Two hundred & fourteen, (215) Two hundred & fifteen, (216) Two hundred & sixteen, (217) Two hundred & seventeen, (218) Two hundred & eighteen, (219) Two hundred & nineteen, (220) Two hundred & twenty, (221) Two hundred & twenty one, (222) Two hundred & twenty two, (223) Two hundred & twenty three, (224) Two hundred & twenty four, (225) Two hundred & twenty five, (226) Two hundred & twenty six, (227) Two hundred & twenty seven, (228) Two hundred & twenty eight, (229) Two hundred & twenty nine, (230) Two hundred & thirty, (231) Two hundred & thirty one, (232) Two hundred & thirty two, (233) Two hundred & thirty three, (234) Two hundred & thirty four, (235) Two hundred & thirty five, (236) Two hundred & thirty six, (237) Two hundred & thirty seven, (238) Two hundred & thirty eight, (239) Two hundred & thirty nine, (240) Two hundred & forty, (241) Two hundred & forty one, (242) Two hundred & forty two, (243) Two hundred & forty three, (244) Two hundred & forty four, (245) Two hundred & forty five, (246) Two hundred & forty six, (247) Two hundred & forty seven, (248) Two hundred & forty eight, (249) Two hundred & forty nine, (250) Two hundred & fifty, (251) Two hundred & fifty one, (252) Two hundred & fifty two, (253) Two hundred & fifty three, (254) Two hundred & fifty four, (255) Two hundred & fifty five, (256) Two hundred & fifty six, (257) Two hundred & fifty seven, (258) Two hundred & fifty eight, (259) Two hundred & fifty nine, (260) Two hundred & sixty, (261) Two hundred & sixty one, (262) Two hundred & sixty two, (263) Two hundred & sixty three, (264) Two hundred & sixty four, (265) Two hundred & sixty five, (266) Two hundred & sixty six, (267) Two hundred & sixty seven, (268) Two hundred & sixty eight, (269) Two hundred & sixty nine, (270) Two hundred & seventy, (271) Two hundred & seventy one, (272) Two hundred & seventy two, (273) Two hundred & seventy three, (274) Two hundred & seventy four, (275) Two hundred & seventy five, (276) Two hundred & seventy six, (277) Two hundred & seventy seven, (278) Two hundred & seventy eight, (279) Two hundred & seventy nine, (280) Two hundred & eighty, (281) Two hundred & eighty one, (282) Two hundred & eighty two, (283) Two hundred & eighty three, (284) Two hundred & eighty four, (285) Two hundred & eighty five, (286) Two hundred & eighty six, (287) Two hundred & eighty seven, (288) Two hundred & eighty eight, (289) Two hundred & eighty nine, (290) Two hundred & ninety, (291) Two hundred & ninety one, (292) Two hundred & ninety two, (293) Two hundred & ninety three, (294) Two hundred & ninety four, (295) Two hundred & ninety five, (296) Two hundred & ninety six, (297) Two hundred & ninety seven, (298) Two hundred & ninety eight, (299) Two hundred & ninety nine, (300) Three hundred, (301) Three hundred & one, (302) Three hundred & two, (303) Three hundred & three, (304) Three hundred & four, (305) Three hundred & five, (306) Three hundred & six, (307) Three hundred & seven, (308) Three hundred & eight, (309) Three hundred & nine, (310) Three hundred & ten, (311) Three hundred & eleven, (312) Three hundred & twelve, (313) Three hundred & thirteen, (314) Three hundred & fourteen, (315) Three hundred & fifteen, (316) Three hundred & sixteen, (317) Three hundred & seventeen, (318) Three hundred & eighteen, (319) Three hundred & nineteen, (320) Three hundred & twenty, (321) Three hundred & twenty one, (322) Three hundred & twenty two, (323) Three hundred & twenty three, (324) Three hundred & twenty four, (325) Three hundred & twenty five, (326) Three hundred & twenty six, (327) Three hundred & twenty 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- Erdman
- Lambert
- Hageman
on behalf of A.F. Hageman
for all lots below 275

(152.)
THE STATE OF TEXAS :
 :
COUNTY OF AUSTIN :

WHEREAS, on the 23rd. day of December A. D. 1876 the Corporation of San Felipe did convey by deed to S. O. Eidman and F. G. Eidman lots Numbered 208, 209, 210, 211, 212, 213, 238, 239, 240, 241, 242, 243, 274, 275, 276, 277, 278, 279, 304, 305, 306, 307, 308, 309, 346, 347, 348, 367, 368, 369, together with other lots, in the limits of said corporation, which deed is recorded in Vol. U, page 594, deed records of Austin County, Texas; and,

Whereas, on the 3rd. day of January A. D. 1906 the Corporation of San Felipe did convey by deed to Felix Lambert the Military Square in the Town of San Felipe, which deed is recorded in Vol. 29, page 323, Deed Records of Austin County, Texas; and, WHEREAS, ON the 26th. day of August 1939, the Corporation of San Felipe de Austin did convey to Albert Hagemann by deed dated August 26, 1939 Lots Nos. 343, 344, 345, 370, 371 and 372 in the Town of San Felipe de Austin, which deed is recorded in Vol. 125, page 66, deed records of Austin County, Texas ; and,

WHEREAS, it appears that said deeds are defective for one or more of the following reasons; 1. The deed contains no resolution authorizing the Mayor and/or Secretary to sign the deed. 2. The deed does not contain the corporation seal. 3. The deed conveys in the name of "Corporation of San Felipe" instead of the true name of said Corporation, namely: "Corporation of San Felipe de Austin"; and WHEREAS, A. F. Hagemann is now the record title owner of said tracts of land and the Corporation of San Felipe de Austin is desirous of correcting the above mistakes and omissions in said deeds so that the said A. F. Hagemann will have a good and merchantable title to said land: NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Alderman of the Corporation of San Felipe de Austin at a regular meeting of the Town Council of the said Corporation of San Felipe de Austin on this the 13 day of Oct, A. D. 1945, a quorum being present, that the Corporation of San Felipe de Austin hereby direct the Mayor and Secretary to execute to the said A. F. Hageman a new deed of conveyance covering said above described land and confirming said deeds in all respects so that all defects in said deeds will be corrected and title in fee simple be placed absolutely in said A. F. Hagemann.

ATTEST:
J. H. Craig
Secretary, Corporation of
San Felipe de Austin

R. C. Kunze
Mayor, Corporation of San Felipe
de Austin

We, R. C. Kunze, Mayor and J. H. Craig, Secretary, of the Corporation of San Felipe de Austin, do hereby certify that the above and foregoing "Resolution" was duly introduced and regularly adopted at a regular meeting of the Town Council of said Corporation, a quorum of said Board of Alderman being present, on the 13 day of October A. D. 1945.

Witness our hands at San Felipe de Austin, this the 19 day of October A. D. 1945.

ATTEST:
J. H. Craig
Secretary, Corporation of
San Felipe de Austin

R. C. Kunze
Mayor, Corporation of San Felipe de
Austin

THE STATE OF TEXAS :
 :
COUNTY OF AUSTIN :

Before me, the undersigned authority, on this day personally appeared R. C. Kunze, Mayor, and J. H. Craig, Secretary, of the Corporation of San Felipe de Austin, well known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated, and as the act and deed of the Corporation of San Felipe de Austin.

Given under my hand and seal of office, this 19 day of October A. D. 1945.

(seal) Carrie May Ferrell Notary public in and for Austin County, Texas.

276

(152)

Filed for record at 11:00 o'clock A. M. October 31, 1945 Lawrence Dittert, Clerk. Recorded Nov. 8, 1945 at 11:40 A. M.

Lawrence Dittert, Clerk, County Court, Austin County, Texas.

By

Madys Hartman

Deputy

(153. Assignment of Lien. A. F. Hagemann to The Supreme Lodge of Slavonic Benevolent Order of the State of Texas (S. P. J. S. T.)

THE STATE OF TEXAS, |
 |
COUNTY OF AUSTIN |

Know all Men by These Presents: WHEREAS, On the 1st day of October A. D. 1945 W. C. Pagel and wife Emma Pagel did execute one certain note, described as follows: In the principal sum of \$500.00, payable to A. F. Hagemann, at Bellville, Texas, bearing 6% interest from date, due in 10 annual installments of \$50.00 each, the first installment due on October 1, 1946 and one like installment due annually thereafter until the entire principal sum is paid; and which said note is set out and described in a certain Deed of Trust executed by W. C. Pagel and wife Emma Pagel to Herbert Vogelpohl, Trustee for benefit of A. F. Hagemann and recorded in volume _____, page _____, records of Deeds of Trust of Austin County, Texas, and secured by the Deed of Trust & Vendor's lien therein expressed on the following described lot, or parcel of land, situated in the County of Austin State of Texas, to-wit; Three tracts of land situated in Austin County, Texas; First - The Military Square in the town of San Felipe de Austin; Second - 36 lots in the town of San Felipe de Austin, being Lots 208, 209, 210, 241, 242, 243, 274, 275, 276, 307, 308, 309, 211, 212, 213, 238, 239, 240, 277, 278, 279, 304, 305, 306, 346, 347, 348, 367, 368, 369, 343, 344, 345, 370, 371, 372 - less 3 strips off of same; and Third - Lots 343, 344, 345, 370, 371 and 372; NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That I, A. F. Hagemann the payee and owner and holder of said note, for and in consideration of the sum of Five Hundred and no/100 (\$500.00) Dollars to me in hand paid by The Supreme Lodge of Slavonic Benevolent Order of the State of Texas, (S. P. J. S. T.), of Fayetteville, Texas, have Sold, Transferred and Conveyed, and do hereby Sell, Transfer and Convey unto said The Supreme Lodge of Slavonic Benevolent Order of the State of Texas, (S. P. J. S. T.), without recourse on the undersigned the said Note and said lien and all liens and titles held by me in and to said land. To have and to hold the same unto the said The Supreme Lodge of Slavonic Benevolent Order of the State of Texas, (S. P. J. S. T.), its successors and assigns forever.

WITNESS my hand this 26th day of October A. D. 1945.

A. F. Hagemann
Ella Hagemann

THE STATE OF TEXAS |
 |
COUNTY OF AUSTIN |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. F. Hagemann known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of October A. D. 1945.

(seal) Will Hill Notary Public in and for Austin County, Texas.

Filed for record this 31 day of October A. D. 1945 at 11:00 o'clock A. M. Lawrence Dittert, Clerk. Recorded Nov. 8, 1945 at 12:00 A. M.

Lawrence Dittert, Clerk, County Court, Austin County, Texas

By

Madys Hartman

Deputy

Brenner
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to
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Brenner
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13⁸⁰(3)

996802

GENERAL WARRANTY DEED

Date: November 11, 1999

Grantors: LAWRENCE BRENNER and LOUISE O. BRENNER

Grantors' Mailing Address: 7 Falling Leaf Lane
Houston, Texas 77024
Harris County, Texas

Grantee: BRENNER FAMILY LIMITED PARTNERSHIP

Grantee's Mailing Address: 7 Falling Leaf Lane
Houston, Texas 77024
Harris County, Texas

Consideration:

The sum of TEN (\$10.00) AND NO/100 DOLLARS, and other valid, valuable, adequate and sufficient consideration, cash, paid to the Grantors, the receipt of which is hereby acknowledged.

Property (including any improvements):

All of Grantors' undivided interests in and to that certain tract and parcel of real property, together with all improvements located and situated thereon, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, reservations, and other instruments of record.


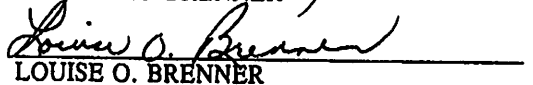
Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person

whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

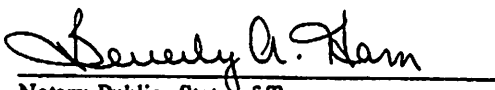
Grantee assumes all ad valorem taxes due on the property for the current year.

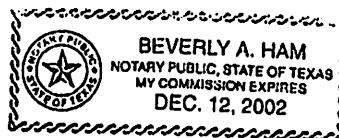
WITNESS OUR HANDS on November 11, 1999.


LAWRENCE BRENNER

LOUISE O. BRENNER

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on November 11, 1999 by LAWRENCE BRENNER and LOUISE O. BRENNER.


Notary Public, State of Texas



→ AFTER RECORDING RETURN TO:
THE VACEK LAW FIRM, PLLC
11511 Katy Freeway, Suite 520
Houston, Texas 77079

EXHIBIT "A"


All that certain tract or parcel of land lying and being situated in Austin County, Texas, and described as follows, to-wit:

All those certain lots, tracts or parcels of land situated in the Town of San Felipe de Austin, in Austin County, Texas, and described as "In Lots" Nos. 205, 206, 207, 244, 245, 246, 271, 272, 273, 310, 311 and 312, and being the same lots described in a Deed from Homer L. Wood, et al, to Dewey W. Walden, dated June 29, 1964, and recorded in Volume 275, Page 439, of the Deed Records of Austin County, Texas, to which said Deed and the record thereof reference is here made for all purposes, intent and description.

FILED STATE OF TEXAS COUNTY OF AUSTIN

99 NOV 16 PM 12:07 I certify that this instrument was filed on the date and time stamped by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS.

Carrie Gregor
COUNTY CLERK
AUSTIN COUNTY, TEXAS



Carrie Gregor
County Clerk
Austin County, Texas

996802

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138(3)

996804

GENERAL WARRANTY DEED

Date: November 11, 1999

Grantors: LAWRENCE BRENNER and LOUISE O. BRENNER

Grantors' Mailing Address: 7 Falling Leaf Lane
Houston, Texas 77024
Harris County, Texas

Grantee: BRENNER FAMILY LIMITED PARTNERSHIP

Grantee's Mailing Address: 7 Falling Leaf Lane
Houston, Texas 77024
Harris County, Texas

Consideration:

The sum of TEN (\$10.00) AND NO/100 DOLLARS, and other valid, valuable, adequate and sufficient consideration, cash, paid to the Grantors, the receipt of which is hereby acknowledged.

Property (including any improvements):

All of Grantors' undivided interests in and to that certain tract and parcel of real property, together with all improvements located and situated thereon, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, reservations, and other instruments of record.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person

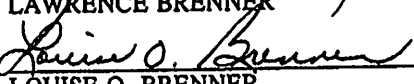
whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantee assumes all ad valorem taxes due on the property for the current year.

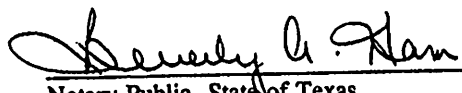
WITNESS OUR HANDS on November 11, 1999.

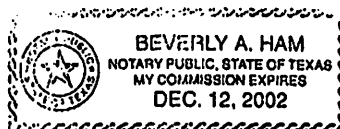

LAWRENCE BRENNER


LOUISE O. BRENNER

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on November 11, 1999 by LAWRENCE BRENNER and LOUISE O. BRENNER.


Notary Public, State of Texas



AFTER RECORDING RETURN TO:
→ THE VACEK LAW FIRM, PLLC
11511 Katy Freeway, Suite 520
Houston, Texas 77079

EXHIBIT "A"

All that certain tract or parcel of land lying and being situated in Austin County, Texas, and described as follows, to-wit:

Lots Nos. 268, 269 and 270 situated in the old Town of San Felipe, as shown by plat of said Town of San Felipe, Texas, of record in the Deed Records of Austin County, Texas, being out of the five leagues originally granted to the Corporation of San Felipe de Austin in Austin County, Texas, and being the same Lots Nos. 268, 269 and 270 described as part of Second Tract in Deed from Ida Louise Fort, et al, to Dewey W. Walden, dated April 5, 1957, and recorded in Volume 231, Page 504, of the Deed Records of Austin County, Texas, to which said Deed and the record thereof reference is here made for all purposes.

FILED

STATE OF TEXAS

COUNTY OF AUSTIN

99 NOV 16 PM 12:07

I certify that this instrument was filed on the date and
time stamped by me and was duly RECORDED in the
OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS.

Carrie Gregor
COUNTY CLERK
AUSTIN COUNTY, TEXAS



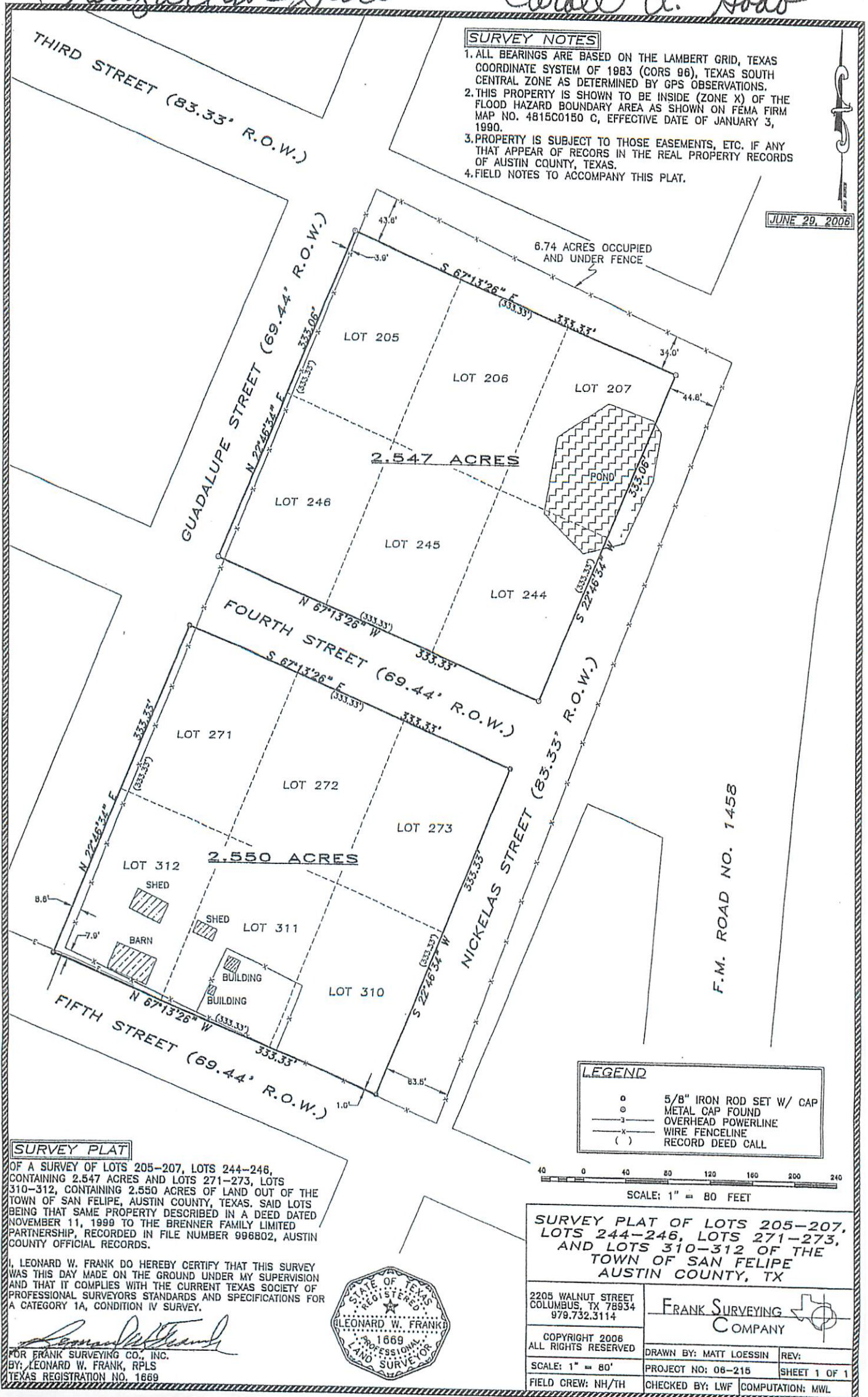
Carrie Gregor
Carrie Gregor, County Clerk
Austin County, Texas

996801

3

Leonard W. Frank

Carolee A. Hodo



Roberson
fenced
town lots
referred in
1901 court
affidavit
Roberson.
No. 3845

The State of Texas of San Antonio County
County of Austin 3 To Sumner Term 1901
To Hon L R Moore
Judge of said County.

Your Petitioner Catherine
Roberson who sues in her own right and
as natural Guardian and next friend to her
minor daughter Fay Roberson, Plaintiffs -
complaining of O B Roberson, & B Roberson
Guy Roberson and Emmett Roberson
Defendants, would respectfully represent
that Plaintiffs and Defendants each of said County of Austin
to the County, that Plaintiff Catherine Roberson
is the surviving widow of John E Roberson
deceased, who died in said Austin County
on or about the day of 1900. That said
Fay Roberson is the only child the issue of
the marriage between Plaintiff and ~~deceased~~
said John E Roberson ^{who has no legal Guardian} that said O B
Roberson is a brother of said John E Roberson
and that Defendants & B, Guy and Emmett
Roberson are children of said John E Roberson
son died, by a former marriage, that said
Guy & Emmett Roberson are minors under
the age of twenty-one years and have no legal
Guardian, that said John E Roberson died
at the date of his marriage with Plaintiff
Catherine, on or about July 14, 1892, owned a
home on the Corporation town track of the
town of San Felipe, being lots 142, 143, 181-182
183, 202-203-204-247, 248-249, 268-269, 270- ~~312-314-315-~~
139-140-141, 184, 185-186-199, 200-201-250-251-252
conveyed said John E Roberson died by O H Cannon
wife by deed dated Dec 22, 1880, which deed is
recorded in Book X pages 3270 & - deed records
of Austin County Texas- also lot 426, said

lower of the above described property to said John
P. Robinson decd, by the conveyance of the
town of San Felipe by deed dated April 11, 1884
recorded in said Austin County deed record
in vol. 3, page 61, all of which lots comprising
about twenty acres of land was the home
stead of said John P. Robinson decd and continued
the homestead of said John P. Robinson
decd and Plaintiff Catherine, up to the time
of his death in the Spring or summer of 1900
and is now and ever since been the home
stead of Plaintiff Catherine and said
minor children, that said John P. Robinson
at the time of his marriage with Plaintiff
Catherine also owned lot no 3, in block
no 24, in the new addition to the town of
~~San Felipe~~ San Felipe, which last mentioned
lot was conveyed to said John P. Robinson
by deed of date Apr 30, 1889, from said
Corporation of the Town of San Felipe
which deed is recorded in said deed records
in vol 17, page 1580109, that on the 1st day of
August 1895, defendant P. A. Robinson
and John P. Robinson decd bought in
Partnership from John Hill 98 acres of
land in Austin County Texas near said
town Corporation described in said deed
from said Hill to said Robinsons as
follows, "All that certain tract or parcel of
land being a part of the lower half of
the 1st or San Leagne about four miles
above the town of San Felipe in
Austin County Texas, Beginning at a
stake on the NW side of the San Felipe
and Bullville road abt four North Cor.

of a tract of land heretofore conveyed
by said John Hill to Joe Kurtz, thence
with said road N 46° W 455' or so to a stake
including a string of fence on this line,
thence S 45° W 122 1/2' or so to a stake of the N 45° E
from said string of fence, thence S 45° E
455' or so to a stake in said Kurtz NW
line, thence with said line N 45° E 1202 1/2'
varies to the place of beginning"
which deed from said John Hill to said
P A & John E Robinson is of record in
Vol 17, pages 109 & 110, of said Austin County
deed records - that said 98 acres of land
must at the time of the death of said
John E Robinson, owned jointly by said
P A Robinson & John E Robinson, each
owning an undivided one half thereof
that the same is still owned jointly by
said P A Robinson and Plaintiff Catherine
& Fay Robinson, and said X B, Guy Emmett
Robinson, that Plaintiff Catherine owns
in her own right an undivided one
half of one half thereof or one fourth
of the whole tract, that said Plaintiff
Fay Robinson, X B Robinson, Guy Robinson,
and Emmett Robinson, own jointly
an undivided one half of one half
thereof in equal portions, said one
half of said 98 acres being the community
property of John E Robinson and said
Plaintiff Catherine, that all the other
land heretofore mentioned was the
separate property of said John E Robinson
now dead, and is owned jointly by said
children, viz, Plaintiff Fay, defendants

X B. Ray, & Emmett Robinson, in equal shares, each being entitled to an undivided one-fourth of said land being the several lots hereinafter mentioned encumbered however with the one third life estate therein held by plaintiff Catherine, and encumbered also with the homestead rights of plaintiff Catherine and her minor children Fay-- And plaintiff further shows to the court that said deft P A Robinson and said John E. Robinson at and before the death of said John E. Robinson owned jointly in equal shares, the following described personal property to-wit: ^{into} ~~some~~ head of mare & mules each branded JT and of the value of \$75⁰⁰ each ~~also~~ ^{also} 13 head of horses viz 4 mares of the value of \$50⁰⁰ each 2 horses of the value of \$30⁰⁰ each five yearling colts of the value of \$30⁰⁰ each & two young colts of the value of \$15⁰⁰ each, the total value of all of said mules, horses, mares, yearlings & colts being ~~\$1230⁰⁰~~ ^{\$660⁰⁰ + \$570⁰⁰ = \$1230⁰⁰} also 8 heads of cattle including all grades sizes & ages, branded JT. and of the value of \$80⁰⁰, also a lot of farm implements, such as, wagon, cultivator, stalk cutter, turn plows and other articles which plaintiff can not now enumerate, but of the estimated value of \$150⁰⁰ ^{all of said property was originally in the name of} and plaintiff Catherine further shows to the court that after her marriage with said John E. Robinson, there was added to said household improvements as follows an addition enlarging the dwelling

house which improvements is worth \$100.00 also built a barn & hay shed of the value of \$150.00 that she owns an interest in said homestead in addition to her 1/3 life estate equal to 1/2 the value of said improvements. Plaintiff deposes that there is considerable community property between herself & said John E. Robinson deceased that she owns household furniture also that she owns as her own separate property a bed room sink, sewing machine, buggy and some other articles of household furniture, an itemized bill of which community & separate property will be furnished on the trial hereof. Plaintiff Catherine also shows to the court that no Administration has been had on the Estate of said John E. Robinson deceased nor is Administration necessary thereon, also that all of said town lots are used & have been for many years & used as a farm & is & has long been used by said John E. Robinson & his family as a home & it is upon these lots that the residence, barns & other improvements, that since 1895, the said 98 acres of land has also been used for farming by said John E. Robinson deceased & is a part & portion of the said homestead, therefore Plaintiff Catherine says that in the partition of said property she is entitled to have set apart to her as a homestead for herself and said minor children all of said real Estate except the 1/2 of said 98 acres.

of her husband, John E. Robinson, and she is indebted to
 one third of all the personal property which
 at the trial may be shown to have been
 owned by said John E. Robinson at the
 date of his marriage with Plaintiff Catherine
 And to 1/2 of all of said personal property
 which may be shown to have come into
 the possession of said John E. Robinson
 And this Plaintiff Catherine after their
 said marriage, but she alleges all of
 said personal property to be jointly
 property of herself & said John E. Robinson
 deceased. Plaintiff Catherine says that
 she has minor child Fay, have no other
 name ~~that~~ than the one herein described
 owns no other property.

Comes on and prays Plaintiff, Catherine
 for herself and said minor daughter Fay,
 bring this suit, and prays process to
 reach all of said defendants citing them
 each of them to appear before the
 next regular Term of Your Honors
 Court to be held in Bellville Austin
 County Texas, on the 17th day of June
 1901. At the hearing before Plaintiff ~~Catherine~~
 prays that a Guardian Ad Litem be appoint-
 ed to represent the interest of each one
 of said minors in this cause - and
 prays for a Partition of all of said
 property ^{alleged} shown to have jointly to the
 said O A Robinson & the other parties to
 this suit, that Commissioners be appointed
 to make such partition of said property
 Real & personal in kind, that all the

rest of said property real & personal
after giving said P A Robinson his
share thereof he set aside to plaintiff
Catherine said Minor Children for
their use as a homestead to be managed
& controlled by plaintiff Catherine, but
should the court find that all of said
property except such as said P A Robinson
shall receive, ought also be partitioned
between plaintiff Catherine & Fay Robinson
and X B. Guy; & Emmett Robinson, then
she asks that her share of all of said
property Real & personal be set aside to her
and according to her interest therein as
hereinbefore stated or as may be shown
to the court & to said defendants X B. Guy
& Emmett Robinson & plff Fay Robinson
their respective shares as herein stated or
as may appear to the court to be right
& proper, encumbered however with
the life estate of plaintiff Catherine and
also encumbered with her homestead
rights, And for Costs of suit, and for
all such orders as plaintiff & said Fay
Robinson & may be entitled to in law
or equity & for General relief

John P. Bell
Att'y for plaintiffs

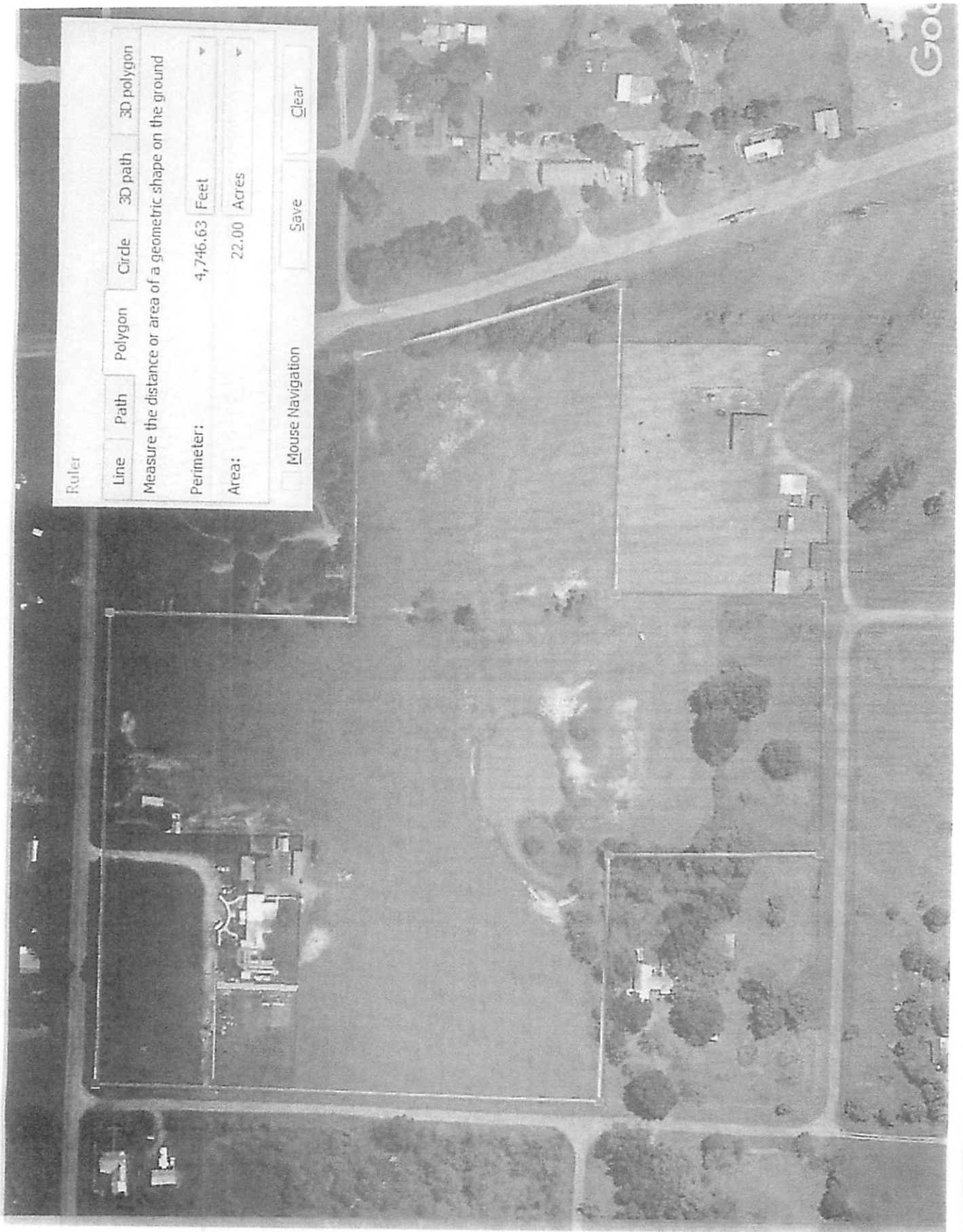
NO. 3845

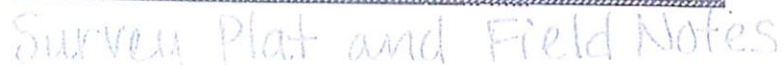
William H. H. H.
and

W. J. H. H.
and

PA Robinson

Filed May 28th 1901
E. G. H. H. H. H.





FRANK SURVEYING Co., Inc.2205 Walnut Street
Columbus, Texas 76934
878.792.3114**STATE OF TEXAS****COUNTY OF AUSTIN**

FIELD NOTES of a survey of a 12.666 total acre tract, less 3.48 acre in road and leaving a **NET ACREAGE** of 9.208 acres out of the Old Town of San Felipe, Austin County, Texas. Said 12.666 acre tract being all of Lots 139-141, all of Lots 184-186, and all of Lots 189-204, all of Lots 247-252, and all of Lots 268-270, and also a part of Third Street, a part of Baron De Bastrop Street and a part of Fourth Street as described in a deed dated May 27, 1884, and recorded in Volume 274, Page 681, Austin County Deed Records, and in a deed dated April 8, 1888 to Dewey W. Walden, recorded in Volume 281, Page 804, of the Deed Records of Austin County, Texas for which reference is made and the said 12.666 total acre tract being described by metes and bounds as follows, TO-WIT:

COMMENCING at a 1/2 inch iron rod set (capped RPLS 1669) for the East corner of Lot 144, same being a East corner of a 2.620 acre tract surveyed also this day, corner being also in the Southwest line of Park Road No. 38, and being also in the Northwest line of Guadalupe Street;

THENCE S 24° 48' 01" W a distance of 332.01 feet with the Northwest line of Guadalupe Street, same being the Southeast line of the said 2.620 acre tract to a 1/2 inch iron rod set (capped RPLS 1669) for the South corner of Lot 181 and the South corner of the said 2.620 acre tract, corner being also a East corner and **POINT OF BEGINNING** of the herein described 12.666 acre tract;

THENCE S 24° 45' 51" W a distance of 651.11 feet with the Northwest line of Guadalupe Street, across Third Street (as platted), with the Southeast line of Lot 204 and Lot 247, across Fourth Street, and with the Southeast line of Lot 270, same being the Southeast line of the herein described tract to a 1/2 inch iron rod set (capped RPLS 1669) for the South corner of Lot 270, corner being also the East corner of Lot 313;

THENCE N 84° 49' 23" W a distance of 338.04 feet with the Southwest line of Lot 270, Lot 268, and Lot 266, same being the Northeast line of Lot 313-315 to a 1/2 inch iron rod set (capped RPLS 1669) for the West corner of Lot 268;

THENCE N 24° 51' 18" E a distance of 183.68 feet with the Northwest line of Lot 268 to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 268;

THENCE N 65° 01' 35" W a distance of 404.62 feet across Baron De Bastrop Street (as platted), and with the Southwest line of Fourth Street (as platted), the Northeast line of Lot 267-269 to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 268, said corner being also the West corner of the herein described 12.666 acre tract and being also in the Southeast line of Antonio Martinez Street;

THENCE N 24° 26' 48" E a distance of 819.69 feet with the Southeast line of Antonio Martinez Street, across Fourth Street and with the Northwest line of Lot 252, Lot 186, across Third Street (as platted) and with the Northwest line of Lot 186, and Lot 139 to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 139, corner being also in the Southwest line of Park Road No. 38, corner being also the North corner of the herein described tract;

THENCE S 64° 57' 00" E a distance of 402.79 feet with the Southwest line of Park Road No. 38, same being the Northeast line of Lot 139-141 and across Baron De Bastrop Street to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 142, corner being also the North corner of the said 2.620 acre tract;

THENCE S 24° 24' 57" W a distance of 332.14 feet with the Southeast line of Baron De Bastrop Street, same being the Northwest line of Lot 142 and Lot 189 to a 1/2 inch iron rod set (capped RPLS 1669) for the West corner of Lot 183, corner being also in the Northeast line of Third Street;

THENCE S 64° 52' 07" E a distance of 342.44 feet with the Northeast line of Third Street, same being the Southwest line of Lot 189-181 to the **PLACE OF BEGINNING**, containing 12.666 acres of land, **LESS AND EXCEPT** 3.48 acre in above said streets leaving a **NET ACREAGE** of 9.208 acres.

Survey Plat to accompany Field Notes.

Project No. 05-143A

All bearings are based on the Northeast line of a 12.666 acre tract surveyed also this day by Frank Surveying Co., Inc. and described on a survey plat made by D.R. Muzzy on May 2, 1988.

IN WITNESS THEREOF, my hand and seal, this the 11th day of January 2006.



Page 1 of 1

For Frank Surveying Co., Inc.
By: Leonard W. Frank, RPLS
Registration No. 1669
Colorado County Surveyor

Survey Plat and Field Notes

BAC-S
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CF 34978
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WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your social security number and your driver's license number.

STATE OF TEXAS

COUNTY OF AUSTIN

KNOW ALL MEN BY THESE PRESENTS:

THAT BRENNER FAMILY LIMITED PARTNERSHIP, a Texas limited partnership ("Grantor"), acting by and through its General Partners who are Lawrence Brenner and Louise Brenner, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of his one certain promissory note of even date herewith, in the principal sum of Sixty Thousand and No/100 Dollars (\$60,000.00), payable to the order of Grantor, as therein provided and bearing interest at the rates therein specified, containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by a Vendor's Lien herein retained and is additionally secured by a Deed of Trust, of even date herewith, to Sidney Levine, Trustee, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto KENTON J. McALLISTER, a resident of Harris County, Texas ("Grantee"), whose mailing address is 5906 Pine Lakes Drive, Katy, Texas 77493-3543, all of the following described property in Austin County, Texas (the "Property"), to-wit:

9.209 acres of land (being 12.666 acres less 3.46 acres in road) out of the Old Town of San Felipe, Austin County, Texas, being more particularly described in EXHIBIT "A" attached hereto and made a part hereof for all intents and purposes.

This conveyance is made and accepted SUBJECT TO the following:

1. Fourth Street, Third Street and Baron De Bastrop Street as shown on survey plat dated May 26, 2005, by Frank Surveying Co., Inc.

C:\DATA\RealEstate\Owner Finance\Brenner McAllister
wd.11030.4\030708 wpd

-1-

ACF # 061447

1 of 5

2. An undivided $\frac{1}{2}$ royalty interest reserved in the Deed from Ida Louise Fort, et al, to Deway W. Walden, dated April 5, 1957, recorded in Volume 231, Page 504, Deed Records of Austin County.

RESTRICTION

No mobile home, manufactured home, and/or modular home may be located on the Property at any time.

This restriction shall be for a term of twenty-five (25) years immediately following the date of this deed and shall be enforced by Grantor, its successor and assigns. At the end of such term, this restriction shall be of no further force or effect.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, his heirs, executors, administrators, successors, or assigns forever; and Grantor hereby binds itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, his heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

But it is expressly agreed that the Vendor's Lien, as well as the Superior Title in and to the Property, is retained against the Property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

Ad valorem taxes on the Property for 2006 having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 10th day of March, 2006.

BRENNER FAMILY LIMITED PARTNERSHIP

BY Lawrence Brenner
LAWRENCE BRENNER, General Partner

BY Louise Brenner
LOUISE BRENNER, General Partner

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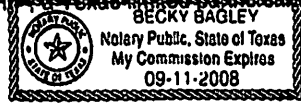
ACF # 061447

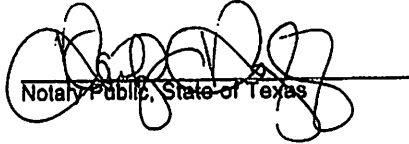
2 of 5

STATE OF TEXAS

COUNTY OF AUSTIN

This instrument was acknowledged before me on the 10th day of March, 2006, by LAWRENCE BRENNER, General Partner, on behalf of BRENNER FAMILY PARTNERSHIP, a Texas limited partnership.

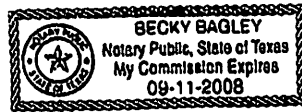


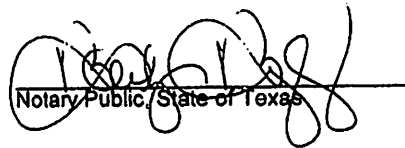

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF AUSTIN

This instrument was acknowledged before me on the 10th day of March, 2006, by LOUISE BRENNER, General Partner, on behalf of BRENNER FAMILY PARTNERSHIP, a Texas limited partnership.




Notary Public, State of Texas

ACF #061447
3 of 5

FRANK SURVEYING Co., INC.
2205 Walnut Street
Columbus, Texas 78804
979.732.3114

STATE OF TEXAS

COUNTY OF AUSTIN

FIELD NOTES of a survey of a 12.666 total acre tract, less 3.46 acre in road and leaving a NET ACREAGE of 9.209 acres out of the Old Town of San Felipe, Austin County, Texas. Said 12.666 acre tract being all of Lots 139-141, all of Lots 184-186, and all of Lots 189-204, all of Lots 247-252, and all of Lots 268-270, and also a part of Third Street, a part of Baron De Bastrop Street and a part of Fourth Street as described in a deed dated May 27, 1964, and recorded in Volume 274, Page 551, Austin County Deed Records, and in a deed dated April 3, 1959 to Dewey W. Walden, recorded in Volume 231, Page 504, of the Deed Records of Austin County, Texas for which reference is made and the said 12.666 total acre tract being described by miles and bounds as follows, TO-WIT:

COMMENCING at a 1/2 inch iron rod set (capped RPLS 1669) for the East corner of Lot 144, same being a East corner of a 2.520 acre tract surveyed also this day, corner being also in the Southwest line of Park Road No. 38, and being also in the Northwest line of Guadalupe Street;

THENCE S 24° 45' 01" W a distance of 332.01 feet with the Northwest line of Guadalupe Street, same being the Southeast line of the said 2.520 acre tract to a 1/2 inch iron rod set (capped RPLS 1669) for the South corner of Lot 181 and the South corner of the said 2.620 acre tract, corner being also a East corner and POINT OF BEGINNING of the herein described 12.666 acre tract;

THENCE S 24° 45' 51" W a distance of 851.11 feet with the Northwest line of Guadalupe Street, across Third Street (as platced), with the Southeast line of Lot 204 and Lot 247, across Fourth Street, and with the Southeast line of Lot 270, same being the Southeast line of the herein described tract to a 1/2 inch iron rod set (capped RPLS 1669) for the South corner of Lot 270, corner being also the East corner of Lot 313;

THENCE N 64° 49' 23" W a distance of 338.34 feet with the Southwest line of Lot 270, Lot 269, and Lot 268, same being the Northeast line of Lot 313-315 to a 1/2 inch iron rod set (capped RPLS 1669) for the West corner of Lot 268; (capped RPLS 1669) for the North corner of Lot 268;

THENCE N 24° 51' 15" E a distance of 183.85 feet with the Northwest line of Lot 268 to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 268;

THENCE N 65° 01' 35" W a distance of 404.82 feet across Baron De Bastrop Street (as platced), and with the Southwest line of Fourth Street (as platced), the Northeast line of Lot 267-265 to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 265, said corner being also the West corner of the herein described 12.666 acre tract and being also in the Southeast line of Antonio Martinez Street;

THENCE N 24° 26' 48" E a distance of 819.69 feet with the Southeast line of Antonio Martinez Street, across Fourth Street and with the Northwest line of Lot 252, Lot 189, across Third Street (as platced) and with the Northwest line of Lot 186, and Lot 139 to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 139, corner being also in the Southwest line of Park Road No. 38, corner being also the North corner of the herein described tract;

THENCE S 64° 57' 00" E a distance of 402.70 feet with the Southwest line of Park Road No. 38, same being the Northeast line of Lot 139-141 and across Baron De Bastrop Street to a 1/2 inch iron rod set (capped RPLS 1669) for the North corner of Lot 142, corner being also the North corner of the said 2.520 acre tract;

THENCE S 24° 24' 57" W a distance of 332.14 feet with the Southeast line of Baron De Bastrop Street, same being the Northwest line of Lot 142 and Lot 183 to a 1/2 inch iron rod set (capped RPLS 1669) for the West corner of Lot 183, corner being also in the Northeast line of Third Street;

THENCE S 64° 52' 07" E a distance of 342.44 feet with the Northeast line of Third Street, same being the Southwest line of Lot 183-181 to the PLACE OF BEGINNING, containing 12.666 acres of land, LESS AND EXCEPT 3.46 acre in above said streets leaving a NET ACREAGE of 9.209 acres.

Survey Plat to accompany Field Notes

Project No. 05-143A

All bearings are based on the Northeast line of a 12.666 acre tract surveyed also this day by Frank Surveying Co., Inc. and located on a survey plat made by D.R. Muzzy on May 2, 1953.

IN WITNESS THEREOF, my hand and seal, this 11th day of January 2008.



For Frank Surveying Co., Inc.
By: Leonard W. Frank, RPLS
Registration No. 1669
Colorado County Surveyor

Page 1 of 1

EXHIBIT 4A 22

ACF # 061447
4 of 5

2020 Tax Statement

DATE: 10-20-2020



AUSTIN COUNTY APPRAISAL DISTRICT
906 E. AMELIA ST.
BELLVILLE, TEXAS 77418
979-865-9124

Property Account Number

14042001

Owner: MCALLISTER KENT
223 PARK ROAD 38
SEALY TX 77474

Owner ID:	000019252	Acres:	2.635000	Ownership:	100	Assessment Ratio:	100%
Legal Description:	SAN FELIPE BLDG ADDN LOT 139-141, 184-186						
Exemptions:	HS001 AG002			Location:	0000223 PARK RD 38		

Improvement Market Value	Land Market Value	Less Capped	Appraised	Ag Value	Mineral Value	Personal Property	Total Market Value
183,005	29,310	0	212,315	222	0	0	212,315

Taxing Entities	Exemption Amount	Taxable Value	Tax Rate per \$100	Base Tax
AUSTIN COUNTY	28,526	183,789	0.426770	784.36
TOWN OF SAN FELIPE	23,526	188,789	0.126940	239.65
SEALY ISD	86,239	126,076	1.266400	1,596.63
FARM/MARKET RD	31,526	180,789	0.078320	141.59
AUSTIN COUNTY ESD#1	28,526	183,789	0.030000	55.14
SPC RD & BRIDGE	28,526	183,789	0.064550	118.63

*ADDITIONAL COUNTY SALES TAX REDUCED YOUR COUNTY AD VALOREM TAX BY \$ 98.25.

SEALY ISD		Total Tax Amount Due:	2,936.00
2020 rate is:	0.966400 (M&O) + 0.300000 (I&S)		
2019 rate is:	0.970000 (M&O) + 0.300000 (I&S)		

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- The deadline for paying 2020 property taxes without penalty & interest is January 31, 2021.
- If your mortgage company pays your property taxes, please forward this notice to them so they can make payment by the deadline.
- The post office cancellation mark is considered the date of payment if it is sent by first-class mail, properly addressed with postage prepaid.
- If you are qualified for the over 65 or disabled homestead exemptions, you may pay your current taxes on your home in four installments. You must contact the Appraisal District for a quarterly installment plan.
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PLEASE DETACH ON PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT

2020 TAX STATEMENT



Make Checks Payable to:
AUSTIN COUNTY APPRAISAL DISTRICT
906 E. AMELIA ST.
BELLVILLE, TEXAS 77418
979-865-9124

Owner ID: 000019252 Ownership: 100

Property Account Number

14042001

Total Tax Amount Due: 2,936.00

FEB	7	3,141.64
MAR	9	3,200.23

MCALLISTER KENT
223 PARK ROAD 38
SEALY TX 77474



TO PAY BY CREDIT CARD VISIT

WWW.AUSTINCAD.ORG

CREDIT CARD PAYMENTS ARE CHARGED 2.5%.

CONVENIENCE FEE BY FORTE.

FEE FOR AN E-CHECK IS \$1.50



Account History

	Tax Year	Appraised Value	Appraised 1 chg	Exemption Amount	Taxable Value	Value 1 chg	Tax Rate Per \$100	Rate 1 chg	Tax	Tax 1 chg
14042001										
AUSTIN COUNTY	2020	212,315	0.29%	28,526	183,789	7.85%	0.426770	2.61%	\$781.36	10.66%
	2019	211,695	27.55%	41,295	170,400	51.66%	0.415930	4.09%	\$708.75	57.86%
	2018	165,964	-39.57%	53,611	112,353	-8.18%	0.399600	0.00%	\$448.96	-8.18%
	2017	274,596	45.05%	152,246	122,350	229.28%	0.399600	0.81%	\$488.91	231.93%
	2016	189,302	70.78%	152,146	37,156	-27.09%	0.396400	-0.20%	\$147.29	-27.23%
	2015	110,842	0.00%	59,887	50,955	0.00%	0.397200	0.00%	\$202.39	0.00%
AUSTIN COUNTY RSD#1	2020	212,315	0.29%	28,526	183,789	7.85%	0.030000	1.35%	\$55.14	9.31%
	2019	211,695	27.55%	41,295	170,400	51.66%	0.029800	-6.98%	\$50.44	41.09%
	2018	165,964	-39.57%	53,611	112,353	-8.18%	0.031820	0.00%	\$35.75	-8.17%
	2017	274,596	45.05%	152,246	122,350	229.28%	0.031820	1.99%	\$38.93	235.89%
	2016	189,302	70.78%	152,146	37,156	-27.09%	0.031200	4.00%	\$11.59	-24.20%
	2015	110,842	0.00%	59,887	50,955	0.00%	0.030000	0.00%	\$15.29	0.00%
FARM/HARVEST RD	2020	212,315	0.29%	31,526	180,789	8.09%	0.078320	-3.43%	\$141.59	2.46%
	2019	211,695	27.55%	41,295	170,400	51.66%	0.081100	0.00%	\$138.19	51.65%
	2018	165,964	-39.57%	53,611	112,353	-8.18%	0.081100	0.00%	\$91.12	-8.18%
	2017	274,596	45.05%	152,246	122,350	229.28%	0.081100	0.87%	\$99.23	232.20%
	2016	189,302	70.78%	152,146	37,156	-27.09%	0.080400	0.00%	\$29.87	-27.10%
	2015	110,842	0.00%	59,887	50,955	0.00%	0.080400	0.00%	\$40.97	0.00%
SEALY ISD	2020	212,315	0.29%	86,239	126,076	9.28%	1.266400	-0.28%	\$1,596.63	8.97%
	2019	211,695	27.55%	96,329	115,366	67.36%	1.270000	-8.63%	\$1,465.15	52.91%
	2018	165,964	-39.57%	97,033	68,931	-39.95%	1.390000	0.00%	\$958.14	-39.95%
	2017	274,596	45.05%	159,816	114,780	235.73%	1.390000	3.73%	\$1,595.44	248.25%
	2016	189,302	70.78%	155,114	34,188	17.08%	1.340000	6.35%	\$458.12	24.51%
	2015	110,842	0.00%	81,642	29,200	0.00%	1.260000	0.00%	\$367.92	0.00%
SPC RD & BRIDGE	2020	212,315	0.29%	28,526	183,789	7.85%	0.064550	-3.94%	\$118.43	3.59%
	2019	211,695	27.55%	41,295	170,400	51.66%	0.067200	0.00%	\$114.51	51.66%
	2018	165,964	-39.57%	53,611	112,353	-8.18%	0.067200	0.00%	\$75.50	-8.18%
	2017	274,596	45.05%	152,246	122,350	229.28%	0.067200	0.75%	\$82.22	231.79%
	2016	189,302	70.78%	152,146	37,156	-27.09%	0.066700	0.00%	\$24.78	-27.10%
	2015	110,842	0.00%	59,887	50,955	0.00%	0.066700	0.00%	\$33.99	0.00%
TOWN OF SAN FELIPE	2020	212,315	0.29%	23,526	188,789	7.63%	0.126940	-9.17%	\$239.65	-2.24%
	2019	211,695	27.55%	36,295	175,400	49.46%	0.139750	-8.06%	\$245.12	37.41%
	2018	165,964	-39.57%	48,611	117,353	-7.86%	0.152000	2.56%	\$178.38	-5.50%
	2017	274,596	45.05%	147,246	127,350	202.09%	0.148210	-4.81%	\$188.75	187.55%
	2016	189,302	70.78%	147,146	42,156	-24.67%	0.155700	-2.87%	\$65.64	-26.83%
	2015	110,842	0.00%	54,887	55,955	0.00%	0.160300	0.00%	\$89.70	0.00%

2020 Tax Statement

DATE: 10-20-2020



AUSTIN COUNTY APPRAISAL DISTRICT
906 E. AMELIA ST.
BELLVILLE, TEXAS 77418
979-865-9124

Property Account Number
71831001

Owner: MCALLISTER KENT
223 PARK ROAD 38
SEALY TX 77474

Owner ID:	000118744	Acres:	2.635000	Ownership:	100	Assessment Ratio:	100%
Legal Description:	SAN FELIPE BLDG ADDN LOT 142-144, 181-183						
Exemptions:	AG002		Location: 0000000 PARK RD 38				
Improvement Market Value	Land Market Value	Less Capped	Appraised	Ag Value	Mineral Value	Personal Property	Total Market Value
9,673	29,310	0	38,983	222	0	0	38,983
Taxing Entities		Exemption Amount	Taxable Value	Tax Rate per \$100		Base Tax	
AUSTIN COUNTY		23,526	15,457	0.426770		65.96	
TOWN OF SAN FELIPE		23,526	15,457	0.126940		19.62	
SEALY ISD		23,526	15,457	1.266400		195.75	
FARM/MARKET RD		23,526	15,457	0.078320		12.11	
AUSTIN COUNTY ESD#1		23,526	15,457	0.030000		4.64	
SPC RD & BRIDGE		23,526	15,457	0.064550		9.97	
*ADDITIONAL COUNTY SALES TAX REDUCED YOUR COUNTY AD VALOREM TAX BY \$ 8.26.							
SEALY ISD				Total Tax Amount Due:		308.05	
2020 rate is: 0.966400 (M&O) + 0.300000 (I&S)							
2019 rate is: 0.970000 (M&O) + 0.300000 (I&S)							

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2020 TAX STATEMENT



Make Checks Payable to:
AUSTIN COUNTY APPRAISAL DISTRICT
906 E. AMELIA ST.
BELLVILLE, TEXAS 77418
979-865-9124

TS 05 *****
MCALLISTER KENT
223 PARK ROAD 38
SEALY TX 77474



Owner ID: 000118744 Ownership: 100

Property Account Number

71831001

Total Tax Amount Due: 308.05

FEB	7%	329.64
MAR	9%	335.77

TO PAY BY CREDIT CARD VISIT
WWW.AUSTINCAD.ORG
CREDIT CARD PAYMENTS ARE CHARGED 2.5%
CONVENIENCE FEE BY FORTE.
FEE FOR AN E-CHECK IS \$1.50



	Tax Year	Appraised Value	Appraised % chg	Exemption Amount	Taxable Value	Value % chg	Tax Rate Per \$100	Rate % chg	Tax	Tax % chg
71031001										
AUSTIN COUNTY	2020	38,983	-0.01%	23,526	15,457	-0.06%	0.426770	2.61%	\$65.96	2.54%
	2019	38,985	7.76%	23,520	15,465	22.07%	0.415930	4.09%	\$64.32	27.06%
	2018	36,175	0.00%	23,507	12,668	0.00%	0.399600	0.00%	\$50.62	0.00%
	2017	INFORMATION NOT AVAILABLE								
	2016	INFORMATION NOT AVAILABLE								
	2015	INFORMATION NOT AVAILABLE								
AUSTIN COUNTY ESD#1	2020	38,983	-0.01%	23,526	15,457	-0.06%	0.030000	1.35%	\$4.64	1.53%
	2019	38,985	7.76%	23,520	15,465	22.07%	0.029600	-6.98%	\$4.57	13.39%
	2018	36,175	0.00%	23,507	12,668	0.00%	0.031820	0.00%	\$4.03	0.00%
	2017	INFORMATION NOT AVAILABLE								
	2016	INFORMATION NOT AVAILABLE								
	2015	INFORMATION NOT AVAILABLE								
FARM/HARKST RD	2020	38,983	-0.01%	23,526	15,457	-0.06%	0.078320	-3.43%	\$12.11	-3.51%
	2019	38,985	7.76%	23,520	15,465	22.07%	0.081100	0.00%	\$12.55	22.08%
	2018	36,175	0.00%	23,507	12,668	0.00%	0.081100	0.00%	\$10.28	0.00%
	2017	INFORMATION NOT AVAILABLE								
	2016	INFORMATION NOT AVAILABLE								
	2015	INFORMATION NOT AVAILABLE								
SEALY ISD	2020	38,983	-0.01%	23,526	15,457	-0.06%	1.266400	-0.28%	\$195.75	-0.34%
	2019	38,985	7.76%	23,520	15,465	22.07%	1.270000	-8.63%	\$196.40	11.54%
	2018	36,175	0.00%	23,507	12,668	0.00%	1.390000	0.00%	\$176.08	0.00%
	2017	INFORMATION NOT AVAILABLE								
	2016	INFORMATION NOT AVAILABLE								
	2015	INFORMATION NOT AVAILABLE								
SPC RD & BRIDGE	2020	38,983	-0.01%	23,526	15,457	-0.06%	0.064550	-3.94%	\$9.97	-4.05%
	2019	38,985	7.76%	23,520	15,465	22.07%	0.067200	0.00%	\$10.39	22.09%
	2018	36,175	0.00%	23,507	12,668	0.00%	0.067200	0.00%	\$8.51	0.00%
	2017	INFORMATION NOT AVAILABLE								
	2016	INFORMATION NOT AVAILABLE								
	2015	INFORMATION NOT AVAILABLE								
TOWN OF SAN FELIPE	2020	38,983	-0.01%	23,526	15,457	-0.06%	0.126940	-9.17%	\$19.62	-9.21%
	2019	38,985	7.76%	23,520	15,465	22.07%	0.139750	-8.06%	\$21.61	12.25%
	2018	36,175	0.00%	23,507	12,668	0.00%	0.152000	0.00%	\$19.25	0.00%
	2017	INFORMATION NOT AVAILABLE								
	2016	INFORMATION NOT AVAILABLE								
	2015	INFORMATION NOT AVAILABLE								

2020 Tax Statement

DATE: 10-20-2020



AUSTIN COUNTY APPRAISAL DISTRICT
906 E. AMELIA ST.
BELLVILLE, TEXAS 77418
979-865-9124

Property Account Number
71829001

Owner: MCALLISTER KENT
223 PARK ROAD 38
SEALY TX 77474

Owner ID:	000118742	Acres:	2.658000	Ownership:	100	Assessment Ratio:	100%
Legal Description:	SAN FELIPE BLDG ADDN LOT 199-204, 250-252						
Exemptions:	AG002		Location: 0000000 THIRD ST				
Improvement Market Value	Land Market Value	Less Capped	Appraised	Ag Value	Mineral Value	Personal Property	Total Market Value
0	29,566	0	29,566	276	0	0	29,566
Taxing Entities		Exemption Amount		Taxable Value		Tax Rate per \$100	
AUSTIN COUNTY		29,290		276		0.426770	
TOWN OF SAN FELIPE		29,290		276		0.126940	
SEALY ISD		29,290		276		1.266400	
FARM/MARKET RD		29,290		276		0.078320	
AUSTIN COUNTY ESD#1		29,290		276		0.030000	
SPC RD & BRIDGE		29,290		276		0.064550	
						Base Tax	
						1.18	
						0.35	
						3.50	
						0.22	
						0.06	
						0.18	
*ADDITIONAL COUNTY SALES TAX REDUCED YOUR COUNTY AD VALOREM TAX BY \$ 0.15.							
SEALY ISD						Total Tax Amount Due:	
2020 rate is: 0.966400 (M&O) + 0.300000 (I&S)						5.51	
2019 rate is: 0.970000 (M&O) + 0.300000 (I&S)							

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2020 TAX STATEMENT



Make Checks Payable to:
AUSTIN COUNTY APPRAISAL DISTRICT
906 E. AMELIA ST.
BELLVILLE, TEXAS 77418
979-865-9124

TS ES *****
MCALLISTER KENT
223 PARK ROAD 38
SEALY TX 77474



Owner ID: 000118742 Ownership: 100

Property Account Number
71829001

Total Tax Amount Due: 5.51

FEB	7%	5.88
MAR	9%	6.00

TO PAY BY CREDIT CARD VISIT
WWW.AUSTINCAD.ORG
CREDIT CARD PAYMENTS ARE CHARGED 2.5%.
CONVENIENCE FEE BY FORTE.
FEE FOR AN E-CHECK IS \$1.50



Account History

[illegible]

2020 Tax Statement

DATE: 10-20-2020



AUSTIN COUNTY APPRAISAL DISTRICT
906 E. AMELIA ST.
BELLVILLE, TEXAS 77418
979-865-9124

Property Account Number

71830001

Owner: MCALLISTER KENT
223 PARK ROAD 38
SEALY TX 77474

Owner ID:	000118743	Acres:	2.635000	Ownership:	100	Assessment Ratio:	100%
Legal Description:	SAN FELIPE BLDG ADDN LOT 202-204, 247-249						
Exemptions:	AG002		Location:	0000000 THIRD ST			
Improvement Market Value	Land Market Value	Less Capped	Appraised	Ag Value	Mineral Value	Personal Property	Total Market Value
0	29,310	0	29,310	274	0	0	29,310
Taxing Entities		Exemption Amount	Taxable Value	Tax Rate per \$100		Base Tax	
AUSTIN COUNTY		29,036	274	0.426770		1.17	
TOWN OF SAN FELIPE		29,036	274	0.126940		0.35	
SEALY ISD		29,036	274	1.266400		3.47	
FARM/MARKET RD		29,036	274	0.078320		0.21	
AUSTIN COUNTY ESD#1		29,036	274	0.030000		0.08	
SPC RD & BRIDGE		29,036	274	0.064550		0.18	
*ADDITIONAL COUNTY SALES TAX REDUCED YOUR COUNTY AD VALOREM TAX BY \$ 0.15.							
SEALY ISD				Total Tax Amount Due:		5.46	
2020 rate is: 0.966400 (M&O) + 0.300000 (I&S)							
2019 rate is: 0.970000 (M&O) + 0.300000 (I&S)							

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2020 TAX STATEMENT



Make Checks Payable to:
AUSTIN COUNTY APPRAISAL DISTRICT
906 E. AMELIA ST.
BELLVILLE, TEXAS 77418
979-865-9124

Owner ID: 000118743 Ownership: 100

Property Account Number

71830001

Total Tax Amount Due: 5.46

FEB	7	5.92
MAR	9	5.93

MCALLISTER KENT
223 PARK ROAD 38
SEALY TX 77474



TO PAY BY CREDIT CARD VISIT
WWW.AUSTINCAD.ORG
CREDIT CARD PAYMENTS ARE CHARGED 2.5%
CONVENIENCE FEE BY FORTE.
FEE FOR AN E-CHECK IS \$1.50



[illegible]

2020 Tax Statement

DATE: 10-20-2020



AUSTIN COUNTY APPRAISAL DISTRICT
906 E. AMELIA ST.
BELLVILLE, TEXAS 77418
979-865-9124

Property Account Number

71828001

Owner: MCALLISTER KENT
223 PARK ROAD 38
SEALY TX 77474

Owner ID:	000118741	Acres:	1.273000	Ownership:	100	Assessment Ratio:	100%
Legal Description:	SAN FELIPE BLDG ADDN LOT 268-270						
Exemptions:	AG002		Location:	0000000 FOURTH ST			
Improvement Market Value	Land Market Value	Less Capped	Appraised	Ag Value	Mineral Value	Personal Property	Total Market Value
0	14,160	0	14,160	132	0	0	14,160
Taxing Entities		Exemption Amount	Taxable Value	Tax Rate per \$100		Base Tax	
AUSTIN COUNTY		14,028	132	0.426770		0.56	
TOWN OF SAN FELIPE		14,028	132	0.126940		0.17	
SEALY ISD		14,028	132	1.266400		1.67	
FARM/MARKET RD		14,028	132	0.078320		0.10	
AUSTIN COUNTY ESD#1		14,028	132	0.030000		0.04	
SPC RD & BRIDGE		14,028	132	0.064550		0.09	
*ADDITIONAL COUNTY SALES TAX REDUCED YOUR COUNTY AD VALOREM TAX BY \$ 0.07.							
SEALY ISD				Total Tax Amount Due:		2.63	
2020 rate is: 0.966400 (M&O) + 0.300000 (I&S)							
2019 rate is: 0.970000 (M&O) + 0.300000 (I&S)							

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2020 TAX STATEMENT



Make Checks Payable to:
AUSTIN COUNTY APPRAISAL DISTRICT
906 E. AMELIA ST.
BELLVILLE, TEXAS 77418
979-865-9124

Owner ID: 000118741 Ownership: 100

Property Account Number

71828001

Total Tax Amount Due: 2.63

FEB	7%	2.82
MAR	9%	2.86

75 P2 *****
MCALLISTER KENT
223 PARK ROAD 38
SEALY TX 77474



TO PAY BY CREDIT CARD VISIT

WWW.AUSTINCAD.ORG

CREDIT CARD PAYMENTS ARE CHARGED 2.5%

CONVENIENCE FEE BY FORTE

FEE FOR AN E-CHECK IS \$1.50



71828001	Tax Year	Appraised Value	Appraised Exemption \$ chg Amount	Taxable Value	Value \$ chg	Tax Rate Per \$100	Rate \$ chg	Tax	Tax \$ chg
AUSTIN COUNTY	2020	14,160	0.00%	14,028	132	-2.95%	0.426770	\$0.56	-1.76%
	2019	14,160	0.00%	14,024	136	-5.56%	0.415930	\$0.57	-1.73%
	2018	14,160	0.00%	14,016	144	0.00%	0.399600	\$0.58	0.00%
	2017	INFORMATION NOT AVAILABLE							
	2016	INFORMATION NOT AVAILABLE							
	2015	INFORMATION NOT AVAILABLE							
AUSTIN COUNTY ESD91	2020	14,160	0.00%	14,028	132	-2.95%	0.030000	\$0.04	0.00%
	2019	14,160	0.00%	14,024	136	-5.56%	0.029600	\$0.04	-20.00%
	2018	14,160	0.00%	14,016	144	0.00%	0.031820	\$0.05	0.00%
	2017	INFORMATION NOT AVAILABLE							
	2016	INFORMATION NOT AVAILABLE							
	2015	INFORMATION NOT AVAILABLE							
FARM/MARKET RD	2020	14,160	0.00%	14,028	132	-2.95%	0.078320	\$0.10	-9.10%
	2019	14,160	0.00%	14,024	136	-5.56%	0.081100	\$0.11	-8.34%
	2018	14,160	0.00%	14,016	144	0.00%	0.081100	\$0.12	0.00%
	2017	INFORMATION NOT AVAILABLE							
	2016	INFORMATION NOT AVAILABLE							
	2015	INFORMATION NOT AVAILABLE							
SEALY ISD	2020	14,160	0.00%	14,028	132	-2.95%	1.266400	\$1.67	-3.47%
	2019	14,160	0.00%	14,024	136	-5.56%	1.270000	\$1.73	-13.50%
	2018	14,160	0.00%	14,016	144	0.00%	1.390000	\$2.00	0.00%
	2017	INFORMATION NOT AVAILABLE							
	2016	INFORMATION NOT AVAILABLE							
	2015	INFORMATION NOT AVAILABLE							
SPC RD & BRIDGE	2020	14,160	0.00%	14,028	132	-2.95%	0.064550	\$0.09	0.00%
	2019	14,160	0.00%	14,024	136	-5.56%	0.067200	\$0.09	-10.00%
	2018	14,160	0.00%	14,016	144	0.00%	0.067200	\$0.10	0.00%
	2017	INFORMATION NOT AVAILABLE							
	2016	INFORMATION NOT AVAILABLE							
	2015	INFORMATION NOT AVAILABLE							
TOWN OF SAN FELIPE	2020	14,160	0.00%	14,028	132	-2.95%	0.126940	\$0.17	-10.53%
	2019	14,160	0.00%	14,024	136	-5.56%	0.139750	\$0.19	-13.64%
	2018	14,160	0.00%	14,016	144	0.00%	0.152000	\$0.22	0.00%
	2017	INFORMATION NOT AVAILABLE							
	2016	INFORMATION NOT AVAILABLE							
	2015	INFORMATION NOT AVAILABLE							

2020 Tax Statement

DATE: 10-20-2020



AUSTIN COUNTY APPRAISAL DISTRICT
906 E. AMELIA ST.
BELLVILLE, TEXAS 77418
979-865-9124

Property Account Number

17855001

Owner: MCALLISTER KENTON JOHN
223 PARK RD
SEALY TX 77474

Owner ID:	000021775	Acres:	2.547000	Ownership:	100	Assessment Ratio:	100%
Legal Description:	SAN FELIPE BLDG ADDN LOT 205, 206, 207, 244, 245, 246						
Exemptions:	AG002		Location: 0015631 FM 1458				
Improvement Market Value	Land Market Value	Less Capped	Appraised	Ag Value	Mineral Value	Personal Property	Total Market Value
0	28,331	0	28,331	265	0	0	28,331
Taxing Entities		Exemption Amount	Taxable Value	Tax Rate per \$100		Base Tax	
AUSTIN COUNTY		28,066	265	0.426770		1.13	
TOWN OF SAN FELIPE		28,066	265	0.126940		0.34	
SEALY ISD		28,066	265	1.266400		3.36	
FARM/MARKET RD		28,066	265	0.078320		0.21	
AUSTIN COUNTY ESD#1		28,066	265	0.030000		0.08	
SPC RD & BRIDGE		28,066	265	0.064550		0.17	
*ADDITIONAL COUNTY SALES TAX REDUCED YOUR COUNTY AD VALOREM TAX BY \$ 0.14.							
SEALY ISD						Total Tax Amount Due:	
2020 rate is: 0.966400 (M&O) + 0.300000 (I&S)						5.29	
2019 rate is: 0.970000 (M&O) + 0.300000 (I&S)							

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2020 TAX STATEMENT



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AUSTIN COUNTY APPRAISAL DISTRICT
906 E. AMELIA ST.
BELLVILLE, TEXAS 77418
979-865-9124

Owner ID: 000021775 Ownership: 100

Property Account Number

17855001

Total Tax Amount Due: 5.29

FEB	7	5.64
MAR	9	5.76

MCALLISTER KENTON JOHN
223 PARK RD
SEALY TX 77474



TO PAY BY CREDIT CARD VISIT
WWW.AUSTINCAD.ORG

CREDIT CARD PAYMENTS ARE CHARGED 2.5%.
CONVENIENCE FEE BY FORTE.
FEE FOR AN E-CHECK IS \$1.50



Account History

17855001	Tax Year	Appraised Value	Appraised Value % chg	Exemption Amount	Taxable Value	Value % chg	Tax Rate Per \$100	Rate % chg	Tax	Tax % chg
AUSTIN COUNTY	2020	28,331	0.00%	28,066	265	-2.94%	0.426770	2.61%	\$1.13	-0.88%
	2019	28,330	0.00%	28,057	273	-5.21%	0.415930	4.09%	\$1.14	-0.87%
	2018	28,330	6.61%	28,042	288	-10.29%	0.399600	0.00%	\$1.15	-10.16%
	2017	26,573	0.00%	26,252	321	-5.31%	0.399600	0.01%	\$1.28	-4.48%
	2016	26,573	31.91%	26,234	339	48.03%	0.396400	-0.20%	\$1.34	47.25%
AUSTIN COUNTY ESD#1	2015	20,144	0.00%	19,915	229	0.00%	0.397200	0.00%	\$0.91	0.00%
	2020	28,331	0.00%	28,066	265	-2.94%	0.030000	1.35%	\$0.08	0.00%
	2019	28,330	0.00%	28,057	273	-5.21%	0.029600	-6.98%	\$0.08	-11.12%
	2018	28,330	6.61%	28,042	288	-10.29%	0.031820	0.00%	\$0.09	-10.00%
	2017	26,573	0.00%	26,252	321	-5.31%	0.031820	1.99%	\$0.10	-9.10%
FARM/MARKET RD	2016	26,573	31.91%	26,234	339	48.03%	0.031200	4.00%	\$0.11	57.14%
	2015	20,144	0.00%	19,915	229	0.00%	0.030000	0.00%	\$0.07	0.00%
	2020	28,331	0.00%	28,066	265	-2.94%	0.078320	-3.43%	\$0.21	-4.55%
	2019	28,330	0.00%	28,057	273	-5.21%	0.081100	0.00%	\$0.22	-4.35%
	2018	28,330	6.61%	28,042	288	-10.29%	0.081100	0.00%	\$0.23	-11.54%
SEALY ISD	2017	26,573	0.00%	26,252	321	-5.31%	0.081100	0.87%	\$0.26	-3.71%
	2016	26,573	31.91%	26,234	339	48.03%	0.080400	0.00%	\$0.27	50.00%
	2015	20,144	0.00%	19,915	229	0.00%	0.080400	0.00%	\$0.18	0.00%
	2020	28,331	0.00%	28,066	265	-2.94%	1.266400	-0.28%	\$3.36	-3.18%
	2019	28,330	0.00%	28,057	273	-5.21%	1.270000	-8.63%	\$3.47	-13.25%
SPC RD & BRIDGE	2018	28,330	6.61%	28,042	288	-10.29%	1.390000	0.00%	\$4.00	-10.32%
	2017	26,573	0.00%	26,252	321	-5.31%	1.390000	3.73%	\$4.46	-1.77%
	2016	26,573	31.91%	26,234	339	48.03%	1.340000	6.35%	\$4.54	57.09%
	2015	20,144	0.00%	19,915	229	0.00%	1.260000	0.00%	\$2.89	0.00%
	2020	28,331	0.00%	28,066	265	-2.94%	0.064550	-3.94%	\$0.17	-5.56%
TOWN OF SAN FELIPE	2019	28,330	0.00%	28,057	273	-5.21%	0.067200	0.00%	\$0.18	-5.27%
	2018	28,330	6.61%	28,042	288	-10.29%	0.067200	0.00%	\$0.19	-13.64%
	2017	26,573	0.00%	26,252	321	-5.31%	0.067200	0.75%	\$0.22	-4.35%
	2016	26,573	31.91%	26,234	339	48.03%	0.066700	0.00%	\$0.23	53.33%
	2015	20,144	0.00%	19,915	229	0.00%	0.066700	0.00%	\$0.15	0.00%
TOWN OF SAN FELIPE	2020	28,331	0.00%	28,066	265	-2.94%	0.126940	-9.17%	\$0.34	-10.53%
	2019	28,330	0.00%	28,057	273	-5.21%	0.139750	-8.06%	\$0.38	-13.64%
	2018	28,330	6.61%	28,042	288	-10.29%	0.152000	2.56%	\$0.44	-8.34%
	2017	26,573	0.00%	26,252	321	-5.31%	0.148210	-4.81%	\$0.48	-9.44%
	2016	26,573	31.91%	26,234	339	48.03%	0.155700	-2.87%	\$0.53	43.24%
TOWN OF SAN FELIPE	2015	20,144	0.00%	19,915	229	0.00%	0.160360	0.00%	\$0.37	0.00%



Account 18775

110537

Upward to 7/1/2023
Bryant
GF # 81861
ALL TEXAS TITLE, INC.
44-

ATI
44(8)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OWELTY DEED .

STATE OF TEXAS

COUNTY OF AUSTIN

WHEREAS, Toni J. Franklin, a resident of Austin County, Texas (who is the same person as Thelma J. Franklin), and Cynthia Ann Crowl (who is the same person as Cynthia Ann Hall), a resident of Harris County, Texas, each own an undivided one-half interest in the the following described real property located in Austin County, Texas:

- Lots 337, 338, 339, 376, 377 and 378 of the Town of San Felipe in Austin County, Texas, according to the plat thereof recorded in Volume 125, at Page 174 of the Deed Records of Austin County, Texas, said lots being a part of the land described in a deed from Zeta Waddell, et al, to Charles Kunze, et ux, dated December 2, 1940 and recorded in Volume 129, at Page 172 of the Deed Records of Austin County, Texas.
- 3.125 acres located in the San Felipe de Austin Town Tract, A-5, Austin County, Texas, being composed of Lots 334, 335, 336, 379, 380, and 381 of the Town of San Felipe and also composed of Baron de Bastrop Street as shown on map of San Felipe, said 3.125 acres being more fully described in EXHIBIT "A" attached hereto and made a part hereof for all intents and purposes; and

WHEREAS, the above described real property is sometimes hereinafter collectively referred to as "the Property"; and

WHEREAS, Toni J. Franklin and Cynthia Ann Crowl desire to have a partition of the Property, and in connection with and pursuant to the partition, Toni J. Franklin, together with her husband, David K. Franklin, desire to purchase the undivided one-half interest in the Property owned by Cynthia Ann Crowl so that Toni J. Franklin and/or David K. Franklin will own 100% of the Property in fee simple upon conclusion of the partition; and

WHEREAS, Toni J. Franklin and David K. Franklin are unable to pay for the full value of the undivided one-half interest owned by Cynthia Ann Crowl, and, as a result, the payment of \$60,000.00 of consideration payable to Cynthia Ann Crowl will have to be financed if Toni J.

(File No. 856 - Corporation of San Felipe de Austin to William C. Hill,
R E S O L U T I O N at ux.)

THE STATE OF TEXAS)
COUNTY OF AUSTIN)

ACCOUNT 21106

BE IT REMEMBERED, that the Town Council of the CORPORATION OF SAN FELIPE DE AUSTIN, a municipal corporation, of Austin County, Texas, met in regular session at its regular meeting place in the Town Hall of the said municipal corporation,, on the 29th. day of March A. D. 1958, a quorum being present, and among other business passed the following RESOLUTION, to-wit:

BE IT RESOLVED, that the CORPORATION OF SAN FELIPE DE AUSTIN, a municipal corporation as aforesaid, sell and convey to William C. Hill and wife, Eiko Hill, of the County of Austin and State of Texas, the following described real estate for a consideration of the sum of One hundred, ninety-one and twenty/100 (\$191.20) Dollars, to be paid in cash, to-wit:

Building Lots Numbered 265, 266, 267, 313, 314, 315, 316, 317 and 318, of the Original Town of San Felipe de Austin, and being out of the original Five Leagues of land granted to the Municipal Authorities, July 1st, 1824, in Austin County, Texas;

AND THAT the Mayor of the CORPORATION OF SAN FELIPE DE AUSTIN execute a proper conveyance of said real estate to the purchaser thereof, and that the conveyance when executed by the Mayor, shall be attested by the Secretary of the CORPORATION OF SAN FELIPE DE AUSTIN and its official seal affixed thereto;

THEREFORE, upon a motion duly made, seconded and carried (Alderman J. L. Hill not voting), it is ORDERED that a copy of this RESOLUTION be acknowledged by the Mayor and attested by the Secretary of the CORPORATION OF SAN FELIPE DE AUSTIN, and entered in the Minute Book of the CORPORATION OF SAN FELIPE DE AUSTIN, and that a copy of this RESOLUTION be delivered to the purchaser of said lands with a deed conveying same to purchaser.

DONE AND CERTIFIED TO, as the action of the Town Council of the CORPORATION OF SAN FELIPE DE AUSTIN, a municipal corporation, on this the 29th. day of March, A. D. 1958.